



## TERMS & CONDITIONS

Please find hereafter our official terms and conditions including our carrier terms

**Updated 30 May 2024**

### **1. Contract Applicability**

These terms form the basis of the contract between you and Mekong Asia and apply to all cruises operated by Mekong Asia for Free Independent Travelers (FIT restrictions apply) when making a booking with us.

Please read these terms carefully as they outline the rights and obligations of both parties. These terms may be amended from time to time between Mekong Asia and you.

References to 'you' and 'your' include any third party making a booking and/or the Lead Passenger (the first named person on the booking), as well as all other individuals included in the booking.

References to 'we,' 'us,' or 'our' refer to Mekong Asia.

These terms also apply to bookings made via travel agents or resellers. Some services that form part of your trip may be provided by independent suppliers, whose own terms and conditions will also apply. In the event of any inconsistency between these conditions and third-party conditions or international conventions, these terms will prevail, to the extent permitted by law.

Your booking may also include additional terms for special offers, promotions, or package tours sold by us.

Note: The itinerary does not form part of the contract and may be subject to changes.

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### **2. Acceptance**

By accepting a booking confirmation and making a deposit or full payment, you confirm that you have read, understood, and accepted our Terms & Conditions.

If you receive a booking confirmation and do not object in writing within 72 hours, the booking is considered accepted and confirmed.

If you make a booking on behalf of others, you confirm that you have the authority to bind them to these terms.

References to "You," "Your," "Guest," or "Passenger" include the person making the booking and all individuals covered by the booking.

Mekong Asia may modify these Terms & Conditions from time to time, with the updated version available on our website. However, changes will not affect core booking terms such as payment schedules or service termination. Any modifications will be communicated, and if not explicitly rejected, they will be considered accepted.

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### **3. Meaning of Words**

"Booking" – A confirmed cruise reservation.

"Booking Deposit" – The initial payment required to secure a booking.

"Confirmation" – A written confirmation of your cruise booking, including dates and details.

"Contract" – The agreement between you and Mekong Asia (or a travel agent) based on these terms.

"Cruise" – The itinerary forming part of your booked trip.

"Departure Date" – The scheduled cruise start date.

"Force Majeure" – Uncontrollable events such as natural disasters, war, terrorism, extreme weather, or government actions.

"Guest Contact Details" – The contact information you provide at the time of booking.

"Itinerary" – The planned schedule of your cruise, which may be subject to change.

"Price" – The total cost payable for your booking, including any required deposit.

"Personal Information" – Information such as name, contact details, passport details, and health requirements provided during booking.

"Service Provider" – Independent companies engaged to provide parts of your cruise experience.

"(Package) Tour" – A cruise that includes additional travel services beyond the boat journey.

"Terms and Conditions" – This document outlining the rules of booking and travel.

"Website" – The official website of Mekong Asia where bookings and updates are available.

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#### **4. Booking & Payment**

A booking can be made directly with us or via a travel agent. A booking is only confirmed when:

1. A deposit or full payment is received.
2. The booker confirms authority for all persons on the booking.
3. The booker agrees to these Terms & Conditions.
4. The booker is at least 18 years old and all travelers meet any required age restrictions.

Payment Schedule:

For Mekong Asia Cruises: A 15% deposit is required at the time of booking. Full payment is due 30 days before departure and must be received no later than 7 days before departure. For bookings made within 7 days of departure, full payment is required immediately.

Important Notes:

If booking through a travel agent, payment is considered received only when Mekong Asia gets the funds from the agent. Special promotions may require higher or different deposit amounts, which will be specified at the time of booking. Payment Processing Consideration: If a booking is made close to the deadline, clients must ensure that bank transfer or payment processing times do not delay receipt of funds. It is the client's responsibility to allow sufficient time for payment clearance.

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#### **5. Price Accuracy**

We make every effort to ensure that all pricing and information provided through our official booking channels and promotional materials is accurate. However, errors can occur, and we reserve the right to:

Correct any pricing discrepancies caused by printing, electronic, or clerical errors (whether listed by us or third-party partners).

Offer you the option to either:

1. Cancel your booking and receive a full refund of any amount paid.
2. Confirm your booking by paying the difference between the incorrect price and the actual price.

It is your responsibility to review all pricing details before confirming your booking.

### **5.1 Reseller (Third-Party) Price Compliance**

Mekong Asia does not publicly list prices but works with authorized resellers who provide pricing information to customers. Resellers must ensure that pricing is consistent with our official booking agreements. If a reseller provides unauthorized or misleading pricing, Mekong Asia reserves the right to: Cancel affected bookings without liability. Revoke reseller authorization if repeated violations occur.

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## **6. Prices, Inclusions, and Amendments**

### **6.1 Pricing Policy**

Mekong Asia determines pricing based on various factors, including seasonality, availability, and operational costs. Pricing details are provided upon inquiry or through authorized resellers.

### **6.2 What's Included in the Price?**

The specific inclusions of each cruise are outlined in the booking confirmation and may vary by itinerary. Unless explicitly stated, our cruise prices do not include:

Airfares and associated airline taxes. Visa fees, customs duties, or personal travel expenses. Additional optional activities, excursions, or personal services.

### **6.3 Price Adjustments & Amendments**

Mekong Asia reserves the right to adjust pricing before full payment is received due to factors beyond our control, such as, fuel price fluctuations, government taxes, exchange rate changes, port fees, or regulatory adjustments. Operational cost changes that directly impact service delivery. Once full payment is received, the price will not change, even if additional costs arise. Any modifications you request (e.g., itinerary changes, upgrades) may be subject to additional charges.

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## **7. Rate Specifics**

All prices are quoted per adult in USD and based on double occupancy, unless otherwise specified in the booking confirmation. Free Independent Traveler (FIT)

rates apply to individual travellers. Group bookings require a separate agreement— please contact us for group rates. Children aged 12 years and above are charged the full adult rate. Children under 12 years may be eligible for special pricing for cruise-only bookings (not applicable to package tours). Seasonal pricing applies, and rates may vary depending on the departure month and year.

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## **8. Cancellation & Charges**

All cancellations must be submitted in writing via email to [info@mekongasia.com](mailto:info@mekongasia.com) and will only take effect once confirmed by Mekong Asia. Changes to an existing booking must also be submitted in writing and will only be valid once re-confirmed by us.

### **8.1 Cancellation Charges for Cruise-Only Bookings**

- More than 180 days before departure: No charge (full refund\*).
- 180 – 121 days before departure: 15% of the total booking amount.
- 120 – 91 days before departure: 35% of the total booking amount.
- 90 – 61 days before departure: 65% of the total booking amount.
- 60 – 31 days before departure: 85% of the total booking amount.
- 30 days or less before departure: 100% (no refund).

\* Refunds are subject to processing time and any applicable bank fees.

### **8.2 Cancellation Charges for Package Tours (Including Cruise + Other Arrangements)**

- More than 90 days before departure: 35% of the total booking amount.
- 90 – 61 days before departure: 65% of the total booking amount.
- 60 days or less before departure: 100% (no refund).

### **8.3 Cancellation of Optional Tours (Cycling & Private Shore Excursions)**

For cycling excursions: Cancellation terms follow the same schedule as cruise-only bookings (see 8.1).

For private shore excursions:

- More than 91 days before departure: No charge (full refund\*).
- 90 – 61 days before departure: 65% of the total booking amount.
- 60 days or less before departure: 100% (no refund).

### **8.4 Important Notes on Cancellations**

Cancellations must be submitted via email and will only take effect once acknowledged by Mekong Asia. No refunds will be issued for no-shows or unused services once the cruise has commenced.

### **8.5 Medical Cancellations (Including COVID-19 & Other Illnesses)**

If a passenger becomes medically unfit to travel, the standard cancellation policy applies without exceptions, regardless of the reason. No refunds, rescheduling, or credits will be provided for cancellations due to illness, including COVID-19. Mekong Asia strongly recommends that all passengers obtain travel insurance to cover unexpected medical issues, emergencies, or last-minute cancellations.

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### **9. Credit Card & Bank Fees**

Any bank transfer fees or credit card processing fees incurred during payment or refund transactions must be fully covered by the client. Mekong Asia accepts payments via bank transfer and credit card (Visa, Mastercard, and other accepted providers), and credit card transactions are subject to a processing fee, which will be communicated at the time of payment. In the case of a refund, any applicable bank fees or credit card charges will be deducted from the refund amount. Payments are only considered received once funds have cleared in Mekong Asia's bank account.

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### **10. Cruise Particulars**

Whether you have booked your cruise through Mekong Asia directly or via a third party (reseller), the following provisions apply: The deck plan, cabin sizes, images, inclusions, and layout in any marketing materials or website are indicative only and may vary. Mekong Asia is not responsible for incorrect or outdated cruise information presented by third parties. Cabin prices are based on category and type. While we strive to provide the best experience, we cannot guarantee that every scene or highlighted feature in brochures or itineraries will be exactly as advertised. No refunds or compensation will be provided for missed photographic opportunities. Some noise, vibration, or odors may be experienced on board, and we accept no responsibility or liability for this. Docking positions may require vessels to dock side by side or at piers, possibly obstructing views and requiring passage through other vessels or tender boats. There is no doctor on board, and any required medical services must be arranged at the passenger's expense. Shipboard accounts can be settled using credit cards, U.S. dollars, or local currency. Internet connectivity may be

limited or unreliable due to technical, weather, or terrain factors, and we do not guarantee availability or quality.

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### **11. Sightseeing, Excursions, and Special Activities**

Sightseeing in historic towns and cities may require walking tours due to limited vehicle access. Guests should be prepared for steps and uneven surfaces. Some excursions may involve trekking or elevation changes, and we advise consulting a doctor to ensure fitness for participation. Optional activities are subject to availability and operational factors and may require a minimum or maximum number of participants. Weather conditions may impact excursions, and while we will make reasonable efforts to provide alternative activities, we are not liable if a replacement is not possible.

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### **12. Complaints**

If you experience a problem during your trip, please notify the cruise management immediately so we can attempt to resolve the issue. If luggage is lost or damaged, it must be reported immediately. If a complaint is not resolved locally, a formal written notice must be submitted to Mekong Asia's head office within 28 days of the trip's end, including your booking reference and relevant details. Failure to do so may impact our ability to investigate and your rights under these terms.

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### **13. Force Majeure**

We are not liable for disruptions caused by circumstances beyond our control, including but not limited to war, terrorism, natural disasters, civil unrest, government actions, industrial disputes, adverse weather, epidemics, pandemics, or operational issues such as lock closures or power failures. If a Force Majeure event makes travel impossible within a reasonable period, either party may terminate the booking. Official government advisories, travel warnings, or states of emergency may serve as justification for cancellation. In such cases, Mekong Asia will issue a future travel credit equal to the amount paid, minus any non-refundable third-party costs. No cash refunds will be provided. Travel agents or resellers must settle any outstanding cancellation charges before being eligible for future credits.

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### **14. Our Responsibility / Limitation of Liability**

We will provide services with reasonable skill and care. However, we are not responsible for services provided by third-party suppliers unless it is proven that we were negligent. Mekong Asia carries third-party liability insurance for cruise-related activities. We are not liable for injury, illness, death, loss of property, or delays unless due to our negligence. We do not accept liability for emotional distress, psychological injury, or punitive damages unless directly resulting from physical harm caused by our negligence. Compensation for personal injury or death is subject to the limitations outlined in the Athens Convention. We are not responsible for unforeseeable circumstances, including those defined as Force Majeure.

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#### **14.1 Package Tours**

Mekong Asia operates cruises and does not organize package tours. However, if we market exclusive package tours, these will be subject to additional terms outlined in individual promotions. Bookings for such packages are processed by a third party, which collects payments on behalf of Mekong Asia. On-the-ground travel arrangements for package tours are handled by third-party providers.

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#### **15. Notification of General Risks**

Travel involves inherent risks beyond our control. We are not liable for losses due to road, river, or weather conditions, national holidays, political unrest, illness, transportation delays, acts of terrorism, or government travel restrictions. It is the passenger's responsibility to stay informed of travel advisories.

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#### **16. Loss or Damage of Property**

Passengers are encouraged to store valuables in the in-room safety box. Mekong Asia is not liable for lost or stolen items unless stored in the safety box, with liability capped at USD 500 unless a higher value was pre-approved in writing. Claims for lost or damaged property require proof of value. We do not compensate for items left unattended in public areas.

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#### **17. Travel Documents / Booking Confirmation**

Passengers must have valid travel documents and booking confirmations issued by Mekong Asia or an authorized reseller. Travel documents are non-transferable and

must be used for the dates and routes specified. Passengers are responsible for obtaining necessary visas, vaccinations, and entry permits. We are not responsible for losses due to missing documentation.

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## **18. Boarding, Alighting, or Changing Ships**

Passengers must ensure they board the correct vessel at the correct departure time and location. If assistance is required for boarding, advance notice of at least five (5) days is required. Mekong Asia reserves the right to deny boarding to any passenger who is deemed medically unfit to travel, including those suffering from contagious illnesses (e.g., COVID-19) or conditions requiring onboard medical care. If a passenger is refused boarding due to medical reasons, standard cancellation terms will apply. No refunds or compensation will be issued. Passengers are responsible for securing travel insurance to cover such situations.

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## **19. Stopovers & Carriage Interruption**

Passengers who voluntarily break their journey will not be entitled to further carriage, refunds, or compensation.

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## **20. Medical Condition & Disability**

If you or any member of your party has a medical condition or disability that may affect your ability to travel safely, you must inform Mekong Asia before booking confirmation so we can assess suitability. If we determine that we cannot reasonably accommodate your condition, we reserve the right to decline your booking. If a condition arises after booking that renders you unfit to travel, standard cancellation policies apply. If, upon arrival at the embarkation point, a passenger is deemed medically unfit to travel, including but not limited to contagious illnesses (e.g., COVID-19) or conditions that require onboard medical care (such as needing a nurse or doctor on board), Mekong Asia reserves the right to deny boarding in the interest of passenger safety and public health. No refund or compensation will be provided in such cases, and we strongly recommend obtaining comprehensive travel insurance to cover unexpected medical events. Passengers requiring assistance must travel with a companion who can provide aid throughout the trip.

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## **21. Medical Treatment**

Mekong Asia does not provide onboard medical staff. Medical services must be arranged at the passenger's expense, and we are not liable for medical care or costs incurred. In an emergency, treatment may be arranged at the passenger's cost without liability to Mekong Asia.

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## **22. Disabilities or Pregnancy**

Mekong Asia does not discriminate based on disability but cannot accommodate passengers past their sixth month of pregnancy. Passengers with mobility impairments must travel with a companion who can provide assistance. Our vessels are not wheelchair accessible. If a medical condition arises after booking, passengers must notify us immediately. We are not responsible for accessibility-related issues.

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## **23. Travel Insurance**

Passengers must be insured for medical expenses, repatriation, and cancellation risks. Mekong Asia accepts no liability for uninsured passengers. We strongly recommend purchasing comprehensive travel insurance.

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## **24. Passport & Visa**

Passengers are responsible for ensuring compliance with visa, passport, and health requirements. Mekong Asia does not accept liability for denied entry due to missing documentation.

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## **25. Passenger Information & Data Protection**

Personal information is required for booking and will be shared with relevant authorities and service providers. Mekong Asia is not liable for losses due to failure to provide accurate personal details. Failure to submit requested passenger information at least 7 days before departure may result in cancellation without refund.

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## **26. Special Dietary Requirements**

Passengers must notify Mekong Asia at least five (5) days before departure of dietary requirements. While we will make reasonable efforts to accommodate, alternative meals are not guaranteed.

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## **27. Children Policy**

Children under five (5) years old are not permitted onboard without prior approval. Children aged 5–12 years must share a cabin with an adult. No minor (under 18) may travel without an adult guardian. Parents are fully responsible for supervising their children.

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## **28. Luggage**

Passengers must not carry dangerous or restricted items. Mekong Asia is not responsible for fragile, perishable, or valuable items stored in luggage. Excess baggage may be refused.

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## **29. Maps, Pictures & Images**

Marketing materials and itineraries are for illustrative purposes only and may not reflect real-time conditions.

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## **30. Behavior**

Passengers must follow crew instructions and behave appropriately. Disruptive behavior may result in immediate removal from the cruise without refund.

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## **31. Animals**

Animals and livestock are not permitted onboard.

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## **32. Jurisdiction & Applicable Law**

All legal matters related to your cruise will be governed by the laws of the country where the vessel is registered.

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### **33. Ship Ownership**

Mekong Asia maintains possession and operational control of its vessels and complies with all legal requirements.