

# Booking Terms and Conditions

## Please read these Booking Terms and Conditions carefully.

You must not make a booking unless you understand and agree to these **Booking Terms and Conditions**, together with any additional terms and conditions advised at the time of booking.

If you have any questions or comments about these Booking Terms and Conditions, please contact **About Cambodia Travel & Tours** or email us at [booking@aboutcambodiatravel.com](mailto:booking@aboutcambodiatravel.com).

**For all bookings:** These Booking Terms and Conditions and the provision of the Services are governed by the laws of Cambodia. If any dispute arises between you and us, including our Affiliates, in connection with these Booking Terms and Conditions or the provision of the Services, the laws of Cambodia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Cambodia.

### 1. Our contract

References to “us”, “we” and “our” in these Booking Terms and Conditions mean **About Cambodia Travel & Tours**, as identified above. These Booking Terms and Conditions apply to bookings made through our agents or consultants, whether by phone, in person or by email, as well as online bookings made through our website. By booking with us, you agree to these Booking Terms and Conditions, and a contract will exist between you and About Cambodia Travel & Tours. We will rely on the authority of the person making the booking to act on behalf of all other travelers included in the booking, and that person will bind all such travelers to these Booking Terms and Conditions.

If there is any conflict between these Booking Terms and Conditions and any other written agreement between you and **About Cambodia Travel & Tours** that other agreement will take precedence to the extent of the conflict.

### 2. Booking and deposit

Unless we or your agent advise otherwise before booking, a deposit is required to confirm your booking. The deposit will be USD 500 per person, per trip, depending on the tour or services selected, or 30% of the total booking value, whichever is higher, or the equivalent amount if payment is made in another currency. Subject to your rights under applicable consumer laws, this deposit is non-refundable unless we cancel your tour.

### 3. 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. If you book within 30 days of departure, the contract will exist when we accept your payment. Full payment must be made at least 30 days before your departure date. If full payment is not received by that date, we may cancel your booking. For special offers, we may require full payment by an earlier deadline as specified in the offer. Please refer to your booking confirmation invoice for final payment details.

### 4. Price and surcharges

All prices are quoted in United States Dollars (USD), unless otherwise stated. Prices are

# Booking Terms and Conditions

subject to availability and may be withdrawn or changed without notice. Your price is guaranteed only once you have paid in full and we have issued a confirmation invoice.

Price changes may occur due to matters outside our control that increase the cost of services we provide or arrange on your behalf. These may include, but are not limited to, adverse currency fluctuations, increased fuel costs, taxes and accommodation increases. If a surcharge increases the trip price by more than 15%, you may cancel the booking within 20 days of receiving notice of the surcharge and receive a full refund. Airline taxes are subject to change and are confirmed when your airline ticket is issued. Some airports may also charge local taxes.

## 5. Cancellations by you

If you cancel all or part of your booking, cancellation fees will apply. Any cancellation by you must be made in writing. We will not process a cancellation until we have received your written notice. Subject to your rights under applicable consumer laws, the following cancellation fees apply:

- 30 days or more before the departure date: we will retain 20% of the total booking cost.
- 29 to 25 days before the departure date: we will retain 30% of the total booking cost.
- 24 to 16 days before the departure date: we will retain 50% of the total booking cost.
- Within 15 days of the departure date: we will retain 100% of the amount paid by you in connection with the booking.

Any fees, charges or other costs imposed by your bank or financial institution in relation to a refund are your sole responsibility, and we will not be liable for them.

Optional additional activities, as noted in your quotation, that are pre-purchased before travel may be cancelled up to 25 days before the departure date. Cancellations of pre-purchased activities made within 25 days of the departure date will incur a 100% cancellation fee.

We strongly recommend that you take out travel insurance, including cancellation cover, at the time of booking to cover cancellation fees. If you leave a trip for any reason after it has commenced, we are not obliged to refund unused services, subject to your rights under applicable consumer laws. If you fail to join a tour, join it after departure, or leave before it is completed, no refund will be made, subject to your rights under applicable consumer laws.

## 6. Booking amendments by you

If you wish to change any aspect of your booking, including but not limited to changing from one trip to another, you must notify us in writing at least 30 days before the proposed departure date. We will do our best to accommodate your request, but changes may not always be possible due to availability and may be subject to additional costs associated with

# Booking Terms and Conditions

the new travel date. All additional costs associated with booking amendments must be paid within 15 days of the invoice date. Certain arrangements cannot be amended and may incur a 100% cancellation charge.

You may request to transfer your booking to another person who satisfies all conditions applicable to the trip. A transfer request must be made in writing at least 15 days before the departure date and must include proof that the new traveler accepts the transfer. Both you and the new traveler will remain jointly liable and responsible for any applicable travel service provider charges, including but not limited to booked airfares, train tickets, specifically allocated accommodation and non-refundable supplier charges. Some third-party travel service providers may refuse transfer requests and treat the transfer as a cancellation and rebooking.

## **7. Cancellations by us**

We may cancel a trip at any time before departure due to unavoidable or extraordinary circumstances, or if the minimum number of travelers required for a tour or excursion is not reached.

In these Booking Terms and Conditions, “unavoidable or extraordinary circumstances” means any cause outside our reasonable control that could not have been prevented or avoided even if we had taken all reasonable measures. This includes, but is not limited to, war, threat of war, riot, civil disturbance, industrial dispute, terrorist activity and its consequences, plague, epidemic, pandemic, infectious disease outbreak or any other public health crisis, including quarantine or other restrictions, natural or other disasters such as volcanic ash, hurricanes or similar events, nuclear incident, fire, adverse weather conditions, actual or threatened, including snow and fog, closed or congested airports, ports or other transport hubs, unavoidable technical problems with transport, unforeseen changes to transport schedules, domestic and international travel restrictions, changes to immigration, labor or free-movement laws affecting Cambodia, rescheduling of aircraft, boats or other modes of transport, and similar events.

If a trip is cancelled due to unavoidable or extraordinary circumstances before it commences, we will, in the first instance and where available, offer you alternative travel arrangements of a comparable standard. If the alternative is of a lower value, we will refund the price difference. We may also offer you a travel credit for the full amount paid by you. Alternatively, we may offer you a refund of all money paid by you in respect of the trip, excluding flights and/or insurance, as these are subject to their own booking terms and conditions, less any unrecoverable costs.

If a trip is cancelled due to unavoidable or extraordinary circumstances after it has commenced, we will, in the first instance and where available, offer you alternative travel arrangements of a comparable standard. If the alternative is of a lower value, we will refund the price difference. We may also offer you a pro-rata travel credit for the remaining days of your trip. Alternatively, we may offer you a refund of all money paid by you in respect of the trip, excluding flights and/or insurance, as these are subject to their own booking terms and conditions, less any unrecoverable costs.

# Booking Terms and Conditions

“Unrecoverable costs” means all reasonable and direct costs we have incurred in relation to your trip, including amounts paid by us to relevant suppliers responsible for parts of your travel arrangements.

We are not responsible for incidental expenses you may incur as a result of your booking, including but not limited to visas, vaccinations, travel insurance excesses or non-refundable flights.

## 8. Modifications by us

We will make every effort to operate all tours as sold. However, due to factors outside our control, it may sometimes be necessary to use alternative accommodation or services. We reserve the right to modify any tour, accommodation or arrangement at any time if we consider it necessary.

If a material modification is made before departure, we will notify you as soon as reasonably possible, provided there is sufficient time before departure. If a material modification is made more than 15 days before departure, you may choose to:

1. Accept the material modification and proceed with the amended services or accommodation;
2. Book another service of equivalent or similar value, if available, and pay any difference in price;
3. Book another service of lesser value, if available, and receive a refund of the price difference if payment has already been made;
4. Accept an alternative tour offered by us;
5. Cancel the booking and receive a full refund of all money paid by you, or a credit for future use, at our discretion.

You must notify us of your choice within 15 days of receiving notice of the material modification. If you do not do so, you will be deemed to have accepted the material modification.

We reserve the right to change an itinerary after departure due to local circumstances or events outside our control. If this occurs, you will be responsible for any additional costs incurred as a result of necessary itinerary changes. No further compensation will be paid. You and **About Cambodia Travel & Tours** agree to fully release each other from any further obligations that would have been enforceable had the tour not been cancelled.

A material modification is one that has a serious effect on your trip. This includes a change of departure date, departure point or airport, a change of departure time of more than 9 hours, or a change that would cause you substantial inconvenience. A change of accommodation type, size or style, or transport type, size, method or style, is not a material modification. For example, we may alter or substitute the type, size, method or style of transport mentioned in a brochure depending on passenger numbers, which may vary from trip to trip. In some countries, strict laws governing drivers' hours may require the use of public transport in certain cities.

# Booking Terms and Conditions

## 9. Supplier change and cancellation fees

Cancelled bookings may also incur supplier fees, which may be up to 100% of the total booking value, regardless of whether travel has commenced. Supplier fees may also apply when a booking is changed or when tickets or documents are re-issued. If we incur liability for a supplier cancellation fee in relation to a booking you change or cancel, you agree to indemnify us for the amount of that fee.

If you seek a refund for a cancelled booking for which payment has already been made to a supplier, we will not provide a refund until we have received the funds from that supplier. This may take 15 weeks or longer, depending on the supplier's processing time. If we are still holding the funds, we can only provide a refund once authorized by the travel service provider, subject to that provider's change or cancellation policy.

## 10. Special requests

You must tell us at the time of booking if you have any special requests, such as ground-floor accommodation, disability access or specific dietary requirements. We will try to meet your request, but we cannot guarantee this and accept no responsibility for anything we are unable to accommodate. If we reasonably believe we cannot accommodate your special requests, we reserve the right to decline the booking or require you to be accompanied, at your cost, by a person who can provide you with full assistance throughout your tour.

## 11. Itinerary exclusions

Unless specifically stated in your itinerary, airfares, airport transfers, departure taxes, early or late hotel check-ins, gratuities, personal expenses and some meals are excluded from the tour price. We are happy to provide a quotation for airport transfers, early check-in or any other additional services you may require.

## 12. Vaccinations

You must ensure that you are aware of all health requirements and recommended precautions relevant to your travel and that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation, such as proof of COVID-19 vaccination, may result in denial of entry to a country. We recommend that you consult your local doctor, travel medical service or specialist vaccination clinic before commencing your tour.

## 13. Travel insurance

All travelers must have travel insurance, which should be arranged at the time of booking. Your insurance must include cover for personal accident, injury, death, emergency repatriation and medical expenses, with a recommended minimum coverage of USD 100,000 for each category. We also strongly recommend that your insurance covers cancellation, curtailment, personal liability and loss of luggage. Insurance offered by credit card companies or reciprocal medical cover agreements is often not comprehensive. Please ensure that you carry your insurance documents when travelling, including your policy number and emergency contact number. It is your responsibility to ensure that you have sufficient coverage and comply with the terms of your insurance policy.

# Booking Terms and Conditions

If you make a claim against us, you agree to assign to us or our insurers any rights to take action against any third-party service provider, tour operator or other person or party who may have been wholly or partly responsible for the claim, or whom we reasonably consider should be a party to the action. You must fully cooperate with us if we or our insurers wish to enforce those assigned rights.

If you make a claim against us that is covered by your insurance policy, you agree to pursue the claim through your insurer either in addition to, or instead of, your claim against us, if any. We agree to indemnify you for reasonable expenses incurred in successfully pursuing such a claim and acknowledge that any settlement made by the insurer will not prejudice your rights against us.

## **14. Travel documents, passports and visas**

All travelers must check their travel documentation to ensure that names, dates and times are correct. Please read your invoice and all other documents we send you carefully as soon as you receive them, and contact us immediately if any information appears to be incorrect. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip, subject to your rights under applicable consumer laws.

Travel documents include, without limitation, Tour itinerary, airline tickets, hotel vouchers, tour vouchers and any other document, whether electronic or otherwise, used to confirm an arrangement with a service provider. Travel documents may be subject to conditions and restrictions, including being non-refundable, non-date-changeable and subject to cancellation or amendment fees. Travel documents cannot be transferred to another person.

All travelers must have a valid passport for international travel. Many countries require at least 6 months' passport validity from the date of return, and some countries require a machine-readable passport. It is your responsibility to ensure that you have valid passports, visas and re-entry permits that meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenses incurred because your documents do not meet those requirements will be your sole responsibility, except to the extent caused by our fault. We will not be responsible if you are refused entry to a country.

## **15. Travel advice**

We recommend that you visit your government's travel advice website before commencing travel.

## **16. Schedule flight changes**

We recommend that you contact the airline to confirm your scheduled departure time 48 hours before your flight.

## **17. Conduct**

You must follow our instructions at all times. Subject to local law, you agree to indemnify us against any loss or injury suffered as a result of your failure to comply with our instructions. You must inform yourself of, and conduct yourself in accordance with, the laws, customs and social expectations of the countries you visit, and you must not cause disturbance or offence to other travelers.

# Booking Terms and Conditions

You are responsible for any damage you cause to our property or to any third party's property. We will not be responsible for any loss or damage you sustain arising from your failure to comply with any law, custom or social expectation while on tour. Subject to local law, you indemnify us for all third-party actions taken against us or you for loss or damage caused by you or arising from your participation in the tour, including any loss caused by your failure to comply with local laws, customs and social expectations.

You must wear a seatbelt at all times while in any vehicle. Neither **About Cambodia Travel & Tours** nor any of its related bodies corporate, directors, shareholders, employees or agents will be liable for any injury, death or claim arising from an accident if you have failed to comply with this requirement.

## 18. Feedback

If you are not satisfied with any aspect of the services we have arranged on your behalf, you should report the issue to your tour guide or travel consultant at the time so they can attempt to remedy the problem. Any feedback submitted to **About Cambodia Travel & Tours** after the tour has concluded should be made in writing within 7 days of completion of the tour. If you do not notify us in writing within 7 days, our ability to investigate your feedback may be prejudiced.

## 19. Photography

You agree that, while participating in any tour, images, photographs or videos may be taken by other participants, by us, or by our representatives, and that they may contain or feature you. You consent to such images being taken and grant us and our Affiliates a perpetual, royalty-free, worldwide, irrevocable and fully sublicensable right to use and reproduce your photographic or video likeness for any purpose, including marketing, promotions and the creation of promotional materials by us or with sublicensees, in any medium and without compensation or remuneration to you.

## 20. Our role as agent in connection with third-party service providers

We may make arrangements with third-party service providers, including airlines, coach, rail and boat operators, hotels, restaurants and excursion providers, to provide some or all components of your booking. We exercise care in selecting reputable service providers, but we have no control over, or liability for, services provided by third parties.

Any services provided by third-party service providers are subject to their own terms and conditions, including conditions of carriage and limitations of liability. Your legal rights in connection with travel services provided by third parties are against the relevant provider and, except to the extent a problem is caused by our fault, not against us. You acknowledge that this clause applies to all services provided by third parties, even where our tour guide accompanies you during those services. If, for any reason other than our fault, a travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

## 21. Monies not held on trust in connection with third-party service providers

All monies paid by you to us will be our property and will be a debt due and payable to the travel service provider once the services to which the money relates have been provided.

# Booking Terms and Conditions

You agree and acknowledge that such monies will not be held by us on trust for or on your behalf. We may hold such monies in any account we consider appropriate, including together with our own money and/or other customers' money.

## 22. Flexibility during the trip

We will make every effort to operate all trips featured in our brochures. However, it may be necessary to vary the itinerary from that stated in the brochure, and delays may occur for reasons beyond our control. A flexible attitude is important for this type of travel. All decisions relating to the trip itinerary will be made by the tour guide appointed by us, in the interests of the group as a whole. Due to public holidays, some sights or activities may not be available on a particular trip. No refund will be made for services that you do not use after the trip has departed, regardless of the reason.

## 23. Optional activities and excursions

Neither we nor our employees, servants, agents or contractors make any representation or warranty in relation to implied or explicit suggestions or recommendations for services, activities or events not expressly included in the trip itinerary. You are responsible for all risks associated with transportation to or from, and your participation in or visit to, any place, activity or excursion not expressly listed as an inclusion in the quotation.

During your trip, you may be offered the opportunity to purchase optional excursions and activities. We do not own, operate or control the companies or individuals that provide these optional activities or excursions. If you choose to participate, you must be fit enough to do so and must follow all reasonable instructions. The health and safety standards adopted by the provider will be those of the country where the activity or excursion takes place, which may differ from the standards in your home country.

If you book an optional activity or excursion, you do so subject to the operator's terms and conditions. Your contract will be with the operator of the activity or excursion and will be governed by local law. We act only as the operator's agent. Neither **About Cambodia Travel & Tours** nor any of its related bodies corporate, directors, shareholders, employees or agents accepts any liability in contract, tort or otherwise for any injury, damage, loss, including consequential loss, delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of any operator or the operator's employees, agents or subcontractors.

## 24. Liability

Your booking is accepted on the understanding that you appreciate and assume the risks inherent in travel. These risks include, but are not limited to, hazards of travelling in undeveloped areas; travel by boat, train, bus, car, aircraft or other means; forces of nature; civil unrest; differing levels of sanitation and safety standards; risks associated with food, water, plants, insects and animals; diseases and transmission of disease to you or members of your party; accident or illness in areas with difficult evacuation or poor medical facilities; and acts of government. These risks may be greater if your tour includes adventure activities or sports, such as kayaking, cycling, hiking or climbing. By booking with us, you acknowledge

# Booking Terms and Conditions

and accept that you have considered this information and are aware of the personal risks involved in travel.

To the extent permitted by law, and without limiting any other indemnity in these Booking Terms and Conditions, neither **About Cambodia Travel & Tours** nor any of its related bodies corporate, directors, shareholders, employees or agents accepts liability in contract, tort or otherwise for any injury, damage, loss, including consequential loss, delay, additional expense or inconvenience caused directly or indirectly by:

1. Your acts or omissions, or the acts or omissions of another member of your group;
2. The acts, omissions or default, whether negligent or otherwise, of third-party providers over whom we have no control, including but not limited to hotel, activity and vehicle operators; or
3. Unavoidable or extraordinary circumstances, as defined above.

Except in cases of death or bodily injury, if we or our Affiliates have any liability to you, our liability is limited, subject to local law, to the maximum value of the price you paid to us for your tour. Our liability, including that of our Affiliates, will also be limited to the extent permitted by any relevant international conventions, including but not limited to the Montreal Convention for travel by air, the Athens Convention for travel by sea and the Berne Convention for travel by rail. Where our liability cannot be excluded but may be lawfully limited, such liability is limited to the remedies required under applicable law.

This liability clause is subject to your rights under applicable consumer laws, including, where your booking is made in Cambodia, Cambodian consumer law. Nothing in these Booking Terms and Conditions is intended to limit any rights you may have under such laws. Where our liability cannot be excluded but may be lawfully limited under applicable consumer laws, our liability is limited to the remedies required under those laws.

## 25. Data protection

We are committed to protecting your personal information and will handle it in accordance with our Privacy Policy.

By providing personal information to us, you agree that our Privacy Policy will apply to how we handle and process your personal information, and you consent to us collecting, using and disclosing your personal information. In certain circumstances, we may disclose your personal information to overseas recipients. These recipients may include overseas travel service providers, such as airlines, accommodation providers or tour providers, with whom you make a booking. In most cases, these providers will receive your personal information in the country where they provide the service to you or where their business is based.

We may also disclose your personal information to our overseas related entities and to service providers who perform services for us. Generally, we will disclose your personal information only in connection with facilitating your booking and/or enabling administrative and technical services to be performed on our behalf.

Where we disclose your personal information to any person, including an overseas recipient, you agree that we are not required to ensure that person's compliance with applicable

# Booking Terms and Conditions

privacy laws and will not otherwise be accountable for how they handle your personal information.

## **26. Severability**

If any provision of these Booking Terms and Conditions is invalid in any jurisdiction, it will be invalid in that jurisdiction only to the extent of the invalidity, without invalidating or affecting the remaining provisions of this agreement or the validity of that provision in any other jurisdiction.

## **27. Acknowledgement**

You acknowledge that you understand and agree to these **Booking Terms and Conditions**.