



**Jade Flower Travel**

*Presents*

**Life Seeing Tours**



# TERMS and CONDITIONS

## RESERVATION

### RESERVATION

All tours and services can be booked directly with our office in Myeik or online.

**Jade Flower Travel presents Life Seeing Tours (THE AGENCY)**

**License Number: 105 5044 837**

**Tax ID: I/I(YGN)\_1084**

28 Baho Street, Myit Nge Quarter, Myeik, Tanintharyi, Myanmar (Burma)

Tel: +95 (0)9 780 980 607, +95 (0) 9 254 207 077

Email: [info@lifeseeingtours.com](mailto:info@lifeseeingtours.com), [jadeflowertours@gmail.com](mailto:jadeflowertours@gmail.com)

Web: [www.lifeseeingtours.com](http://www.lifeseeingtours.com), [www.jadeflowrtours.com](http://www.jadeflowrtours.com)

## CONFIRMATION

Upon receipt of booking, our team will be working on it and will advise confirm status of the booking as soon as possible. In case of unavailability of any requested services (such as hotels, domestic flights, boat, local guide) from suppliers, we will endeavor and book alternatively and possible services. If the replacement services exceed in cost original request, we will mention supplement in invoice by the appropriate amount. If the replacement service costs less than that originally requested, we will reduce outstanding invoice by the appropriate amount

## RATES AND VALITY

All the prices in this tariff are based on quoted in U.S. Dollars at current rate of exchange. **THE AGENCY** reserves the right to vary the cost of the tours, taxes, domestic airline prices if necessary by reason of currency fluctuation, component cost increase especially hotel rates or fuel surcharge. We cannot be held responsible for any service that we are unable to provide due to any

particular component being unavailable. All rates are quoted net to travel THE AGENCY in US Dollar at current rates of exchange and are subject to change without prior notice. Inclusions and exclusions in the tour packages are indicated at the end of each itinerary. Commonly our package tour rates include accommodation, transfers, and meals as mentioned in the itinerary and other tour related services in Southern Myanmar. Our tour itineraries do not include domestic airfares, visa fees, international airfares, international airport taxes and expenses of a personal nature.

## DEPOSIT & PAYMENT

A deposit of 30% of the total invoice amount is required at least (60) days before to commence of the tour to secure certain reservations of accommodations, and land services. Failure to pay deposit may result in withdrawal of confirmation. The balance payment (down payment) requires 4 weeks (28 days) prior to arrival date. At the time of paying your deposit, or before, we will inform you of due date for final balance payment. If you do not make full payment for your arrangements by the required date we will consider the booking cancelled and you will forfeit any deposit paid.

## CANCELLATION

For cancellation of confirmed reservations, the following cancellation fees on the whole package according to the case incurred will be charged.

- 60 to 36 days prior to arrival : 0 % cancellation fee (Refund of deposit, except fees)
- 35 to 31 days prior to arrival : 30% cancellation fees (Deposit)
- 30 to 20 days prior to arrival : 50% cancellation fees
- 19 to 07 days prior to arrival : 75% cancellation fees
- 07 to 01 days prior to arrival : 100% cancellation fees

**Flight cancellations:** We provide you with the cheapest fair possible. However this fare is not fully refundable. Flight cancellation from you side will be always charged with 25 % up to 3 days before departure. Less than three days and no show will be charged with 100%.

The **cancellation policies for cruises and resorts for the Mergui Archipelago** might vary and will be stated on the invoice directly.

**Cruises with Moby Dick** need a 50% deposit and will be refunded until 120 Days before except banking fees. Until 61 Days it will be a refund of 50%. 60 Days before departure and in case of no show there will be no refund at all.

**Cruises with Mergui Princess** need a 30% non-refundable deposit. Cancellation between 30-15 days will be charged with 75% of the costs. There will be no refund at all 15 days before departure and in case of no show.

**Nyaung Oo Phee Island Stay – Victoria Cliff Resort** need Booking cancelled between 45 and 30 days prior of arrival will incur a cancellation charge of 50% of the total booking. If cancelled 29 days prior to arrival will incur a cancellation charge of 100% of total booking.

## ACCOMMODATION

There can be variations in the size, standard and presentation of room and facilities within one hotel and this is beyond **THE AGENCY's** control.

Accommodation is provided as indicated and facilities such as private bath, air conditioning, hot and cold water supply etc. We provide the best available alternative where there the facilities do not exist. If circumstances dictate, accommodation at alternate hotels of equal quality will be provided. Fare is based on two persons sharing a room. If a separate single room is require, there will be a single supplement liable. Daily breakfast, service charges and taxes at hotels are normally included if not otherwise indicate clearly. Accommodation we arrange for client must only be used by persons named on booking confirmation. Client not allowed to share the accommodation or let anyone else stay there unless have the agreement of the local management. Clients are responsible for the cost of any damage caused to accommodation or its contents during the stay. These charges must be met by clients and may have to be paid locally. Higher category of hotels or rooms can be arranged depending on the availability at the time of asking and there will be supplements for that. Please read the above mentioned cancellation policies very carefully and be aware that cancellation fees may be applicable and which will be fully charged accordingly.

## VEHICLE TRANSPORTATION

**THE AGENCY** provides the best available air-conditioned cars and mini-van for all tours. Please be reminded though that due to the limited transportation supply in Southern Myanmar are much older compared to other destinations in Myanmar. Round trip transfers between airports, rail depot, piers and hotels by mini-van, or car is included as indicated. Full time ground transport limits total 8 hour use of car or mini-van. InterCitys private transfer covers mini-van or car between one city to another. **THE AGENCY** and its suppliers use all vehicles equipped with air-conditioned system however due to poor road conditioned and poor quality gas the system may not function properly. In some areas, where facilities do not exist we will provide with the best available alternative. If in case of mini- van, car break down we or our local suppliers try our best to fix them in due time, if the damage if beyond repair then we try to provide best available alternative means to the nearest port where proper transportation facility exist and can be replaced.

## PROGRAM CHANGES

**THE AGENCY** reserves the right to re-arrange the order of any tour program, to cancel or substitute elements of any tour itinerary without notice, in case local conditions require such changes. All itineraries depending on domestic flight confirmations are subject to changes. The customers at the destination are requested to pay all supplementary and extra costs that may occur due to these changes on the spot.

## AMENDMENTS

If clients want to change any details of travel arrangements after have paid your deposit but before commence those arrangements clients should contact us as soon as possible and we will do our best to assist according clients request. If the change is minor we will endeavor to make the change at no further cost to clients. If the change requires more work on our behalf or involves charges levied by

our suppliers, we will pass an appropriate charge onto client and we may ask to pay the charge before we action the change. Should client wish to add a product or service the cost will be calculated on the day ask for and pay for the change. We cannot guarantee the availability of transportation or accommodation for persons wishing to be added to the travel arrangements after the initial booking. Please be aware that airlines and cruise companies may consider a change of name to be a cancellation and therefore cancellation charges would apply. Clients should also be aware that if reduce the number of persons in tour group this could affect the price payable by the remaining members of the party. For changes requested after commencement of your travel arrangements a 100% charge will apply to any service rescheduled or cancelled. We will make fullest possible endeavor to keep up with the original program and arrangements as agreed upon to the best of our capacity, however due to the factors beyond our control, (for instance, a change in flight or ferry schedules, lack of hotel or transport availability, technical problems with transport) we may have to make changes. We reserve the right to do this at any time without any compensation to you.

## PROBLEMS AND COMPLAINT

Southern Myanmar is a developing destination and standards may sometimes fall below that of other destination in Myanmar. The power supply is subject to regular interruption. Whilst most of the hotels we contract employ backup generators we cannot guarantee that these will run equipment such as air-conditioning and televisions properly. If client have booked an air-conditioned car please be aware that the poor quality fuel in Southern Myanmar can affect the functioning of air-conditioning systems. We will not be liable for any complaint regarding the non-functioning of any appliance due to low quality fuel or power supply. Transport services in Southern Myanmar such as cars, trains and boats can break down or be subject to delays. We or our suppliers will endeavor to assist during the trip but accept no liability for extra costs incurred, loss of time or the loss of any subsequent booked service. If clients may have a problem or complaint whilst in Southern Myanmar must immediately notify the supplier of the service in question locally. If they are unable to resolve the problem then should contact to us or our representative as soon as possible and they will endeavor to assist you to solve the problem. We will supply a contact number to clients with documentation. If client do not give us, the local supplier or representative the opportunity to resolve the problem locally at the time it occurs by not reporting it, calling or informing us, then we may not be able to deal positively with any complaint on clients return.

## FORCE MAJEURE

We are not liability or pay any compensation of the unutilized service if the tour has to suspend due to unforeseen circumstances which is beyond our control such as natural disaster, political unrest, and sudden cancellation of airline or cruises due to technical failure, weather condition or accidents.

## LIABILITY

**THE AGENCY** act for your behalf in regard to travel whether by rail, motor-coach, boat, airplane or any other means of transport and assume no liability for any loss, injury or damage sustained by you including those occurring outside the touring programs. Therefore we accept no responsibilities for losses or additional expenses due to accident, delay, sickness weather, strike or other cause beyond its control. Participation in the tour implies the person's agreement to the above conditions. We also

reserve the right to modify or reverse the original program in the interest of our clients. It may substitute flights with train or coach service when deemed necessary due to circumstance or beyond our control. We undertake no responsibility for and are not liable for the misrepresentations, breaches of contract, breaches of statutory duty or negligence of any carrier, accommodation provider and other suppliers of services who sell their products and services through us.

In the event of you suffering personal injury, illness or death as a result of any act or omission of a carrier, accommodation provider or other supplier of services or you having a complaint about the quality of the services provided, your sole right of redress will be against the third party who provided such service and we will be under no liability (whether in contract, tort or otherwise howsoever). In addition we will not be responsible for and accept no liability for any purchases you make whilst traveling, whether the merchant concerned is part of an arranged tour or not.

I, \_\_\_\_\_ hereby  
confirm that I read and understood the Terms and  
Conditions on pages one to four.

Date:

Signature: