

Inspirational travel

Vietnam • Cambodia • Laos • Thailand

BOOKING GUIDELINES

I: BOOKING TERMS AND CONDITIONS:

IMPORTANT INFORMATION: Please read carefully before booking.

In this booking form, the word “Company” refers to Buffalo Tours. “Customer” means you, the person who agrees to buy the tour and/or any person on whose behalf you agree to purchase the tour and who is listed on the Reservation Form. The word “Tour” refers to the trip being booked by the Customer.

1. THE CONTRACT

A. FORMATION OF THE CONTRACT

No contract shall be deemed to be concluded until the Company has received:

- (i) the booking form signed by the Customer; and
- (ii) the deposit or full payment for the Tour.

B. TERMINATION OF THE CONTRACT:

The Company reserves the right to terminate this Contract if the behaviour, conduct, manner and/or action of the Customer either prior to or during the Tour is likely to cause offence to other customers, or endanger the safety, well-being, properties and/or benefits of other customers or of the Customer himself/herself. In such cases, full cancellation charges as set out in Section 4 below shall apply and the Company shall have no further liability to the Customer. If the behavior, conduct, and/or action of the Customer causes any damage to the accommodation in which the Customer is staying, or causes delay or diversion to any means of transportation and/or the Tour, the Customer agrees to fully indemnify the Company against any claim (including legal costs) made against the Company by or on behalf of any relevant third party.

2. PAYMENT

A. DEPOSITS

A NON REFUNDABLE deposit of US\$100 per person or 20% of total amount if the booking is more than US\$1000 per person is required upon booking.

B. FULL PAYMENT

Full payment shall be received no later than 60 days (2 months) prior to the Customer's arrival, or if the booking is made within 60 days (2 months) prior to the Customer's arrival, full payment must be made upon signing the Reservation Form. All payments shall be made either by major credit card or by telegraphic transfer to the appropriate account:

Company's name: Buffalo Tours Vietnam Co., Ltd
 Address: 9B Hang Muoi Str, Hoan Kiem, Hanoi, Vietnam
 Bank accounts: VND: 66838829;
 USD: 66839139;
 EUR: 66839309;
 Bank: Asia Commercial Bank, Trang Thi - Hanoi
 SWIFT CODE: ASCB VNVX

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C. CHANGE IN TOUR PRICE

All prices quoted are stated in United States Dollars (\$) and are based on transport prices (including the cost of fuel), dues, taxes or fees chargeable at airports and ports, accommodation costs, sightseeing fees and exchange rates current and appropriate at the time of publication. If any of these vary, Tour price may increase or decrease accordingly. Any such increase/decrease must be paid by or refunded to the Customer. During the period of 10 days prior to the Customer arrival date, the Tour price shall not be increased by the Company.

3. ALTERNATIVES

Whilst the Company shall do everything reasonably possible to provide the Customer's tour itinerary as planned, the Company reserves the right to alter itineraries, transport and/or accommodation. In such cases, a one week prior written notification of the alterations shall be made to the Customer by the Company.

4. CANCELLATIONS

A. CANCELLATION BY THE COMPANY

- (i) If the Tour is not paid for by the due date, the Company shall have the right to cancel the Tour. If the Company, at the request of the Customer, agrees to delay cancellation of the Tour then the Company still cancels the Tour for the Customer's non-payment, the cancellation charges set out in Clause 4B shall apply and be payable by the Customer.
- (ii) In the event that the Company does not receive the minimum number of bookings to provide the Tour, the Company, at its own discretion, shall be entitled to cancel or curtail the Tour at any time up to 4 weeks prior to the arrival of the Customer and the Customer shall not be entitled to make any claim for loss arising as a consequence of cancellation or curtailment in these circumstances. The Company shall notify the Customer within seven days of cancellation or curtailment necessitated by the foregoing circumstances.

B. CANCELLATION BY THE CUSTOMER

Where the Customer cancels the Tour reservation, then the effective date of cancellation will be the date the Company receives written notification. The cancellation charge to the Customer is listed below.

- >30 days: deposit is forfeited
- 30-08 days: 30% of the Tour price is forfeited
- 07-03 days: 50% of the Tour price is forfeited
- 48 hours and no-show: non-refundable

For the avoidance of doubt, since some suppliers (hotels, cruise companies) have cancellation policies that are different from those of the Company, the cancellation charge may, at the Company's discretion, be adjusted accordingly.

C. REFUND OF UNUSED SERVICES

No refunds or exchanges can be made in respect of accommodation, meals, sightseeing tours, transport or any other services which are included in the Tour prices but not utilized by the Tour member.

5. FORCE MAJEURE

If as a consequence of "Force Majeure" (as defined below), the Company is obliged to curtail, alter, extend or cancel the Tour, the Customer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of said curtailment, alteration, extension or cancellation of the Tour.

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“Force Majeur” means Acts of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, destruction or damage to holiday accommodation, riots, acts of war, civil commotion, exercise of legislative or government action, municipal or military or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service connected with the Tour, fraud perpetrated against the Company.

6. CUSTOMERS WITH SPECIAL NEEDS

- (i) It shall be the Customer’s responsibility to disclose, prior to booking, to the Company any physical or mental condition of a member of his party which may be relevant.
- (ii) The Company reserves the right to decline to provide the Tour for a person where, in the opinion of the Company, that Tour would be inconsistent with the special needs of that person. No liability shall attach to the Company for the provision of an unsuitable Tour for any person where that person’s special needs have not been disclosed at the time of booking.

7. SPECIAL REQUESTS

- (i) Special Requests (e.g. ground floor accommodation etc.) shall be communicated by the Customer in writing to the Company at the time of making the booking. The Company shall use reasonable endeavours to fulfil such requests. However, special requests cannot be guaranteed and do not form part of the Contract. No liability shall attach to the Company for failure to comply with a special request. Special requests cannot be processed within X days of departure.

8. OBLIGATIONS OF THE CUSTOMER

- (i) The Customer is obliged to check their travel documentation to ensure that the dates are correct and should notify the Company immediately of any errors or omissions
- (ii) It is the responsibility of the Customer to ensure that their travel documentation is in order, e.g. passport and visa
- (iii) Where the Customer does not arrive on the agreed date for the Tour, the Company is entitled to treat the Tour as having been cancelled by the Customer
- (iv) The Customer agrees to abide by instructions given by Company crew and agrees to indemnify the Company against any loss or injury suffered as a result of failing to comply with Crew instructions
- (v) The Customer agrees to conduct himself in a proper manner so as to not to cause disturbance or offence to other holidaymakers.
- (vi) Customer agrees not to damage accommodation and should such damage arise, agrees to pay the owner for the price of repair or replacement of same.

9. COMPLAINTS

- (i) If the Customer wishes to make a complaint in relation to a holiday, he should inform the Company’s representative at the location where the Customer is when the complaint arises, thereby giving the Company reasonable opportunity to rectify matters.
- (ii) Notwithstanding the above, the Customer can notify the Company in writing using the feedback form not later than 30 days after his return to port of departure. Any complaint received after this period will not be entertained.
- (iii) The Customer may also email the Director of the Company at: feedback@buffalotours.com

10. LIABILITY AND INSURANCE

A. LIABILITY

- (i) The Company is not responsible for any loss, injury or damage sustained by passengers. Additional expenses incurred due to delays, accidents, natural disaster, political actions and unrest must be borne by the Customer.
- (ii) The Company shall not be liable for any damage caused to the Customer by the failure to perform the Contract or the

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improper performance of the Contract where the failure or the improper performance is due neither to the fault of the Company because:

- (a) the failure which occurs in the performance of the Contract is attributable to the Customer; or
- (b) the failure is attributable to a third party unconnected with the provision of the services contracted for and are unforeseeable or unavoidable; or
- (c) the failure is due to Force Major as defined in Paragraph 5 above.

B. INSURANCE

The Customer is required to have full travel insurance. It is the responsibility of the Customer to read their insurance policy before they travel and ensure that the insurance scheme provides the Customer with the requisite level of cover.

C. DISPUTE SETTLEMENT

- (i) The terms and conditions contained herein are governed by and interpreted in accordance with the Laws of Vietnam.
- (ii) Any dispute arising out of or in connection with the applicable of the terms and conditions contained herein, if not capable of being resolved amicably between the Customer and the Company within 30 days, will be referred to the the Vietnam International Arbitration Centre (“VIAC”) for final and binding settlement in accordance with its rules of arbitration. The place of arbitration will be Ha Noi City and the language of arbitration will be English.
- (iii) During and without prejudice to the course of arbitration, this Agreement shall continue to be performed.

Participation on any Tour implies full and unconditional acceptance of the above conditions by the Customer.

II: DATA PROTECTION PRIVACY POLICY

For the purposes of the Data Protection, we, Buffalo Tours are a data controller. This privacy policy sets out how we collect and use the personal information (“personal data”) you provide us with directly or through use of our website. This privacy policy may be amended or added to from time to time. The latest version will appear on our website. We will only process personal data as set out in this privacy policy (as amended or added to) or otherwise notified to or agreed by you or as we are otherwise permitted to do.

In order to process your booking, send you any information or respond to an enquiry, we need to collect personal data from you. As referred to below, our website uses “cookies” which will also collect personal data. Depending on what’s required, the personal data we collect may include names and contact details, credit/ debit card or other payment information and special requirements such as those relating to any disability or medical condition which may affect holiday arrangements and any dietary restrictions which may disclose your religious beliefs (“sensitive personal data”). All references in this privacy policy to personal data include sensitive personal data unless otherwise stated.

Appropriate personal data will be passed on to the relevant suppliers of your arrangements and any other third party (including banks and/or credit card issuers) who need to know it so that your holiday can be provided. The information may also be provided to government / public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. On occasions, we may use other companies to provide services on our behalf, such as mailing marketing material. We only provide third parties with the personal data they require in order to deliver their services. Other than in relation to government / public authorities (over whom we have no control), we will take appropriate steps which are intended to ensure that anyone to whom we pass your personal data for any reason agrees to keep it secure, only uses it for the purposes of providing their services and does not collect any personal data from you in the course performing their services. If we cannot pass personal data to the relevant suppliers or any other third party as applicable, whether in the EEA or not, we will be unable to fulfil your booking. In making your booking, you consent to personal data being passed on to the relevant suppliers and other third parties.

We would also like to store and use your personal data for future marketing purposes (for example, sending you our marketing material) unless you have told us that you do not wish us to do so. All personal data you give us (including sensitive personal data) will be kept but we will use only names and contact details for marketing purposes. If you do not wish to receive any marketing material or communications from us, please e-mail marketing@buffalotours.com or write to usatinfo@buffalotours.com. We do not sell personal data to any third party.

In common with most websites, our website uses cookies. A ‘cookie’ is a small data file which our website server stores on your computer in order to collect information about your visit and to remember you when you visit again at a later date. The main

A horizontal collage of five images: a boat on a lake, a person in a field, a sunset over a river, two people on bicycles, and a person in a red shirt.

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purpose of a cookie is to identify users and to personalise their visit by customising web pages for their use. We may also use third parties who will collect non personally identifiable data (such as the IP address of a user's computer) to analyse site visits and carry out other similar activities. In the course of doing so, they may place their own cookies on your computer so that they can collect information about your visit. You may if you wish disable or delete such cookies through your internet browser. However, doing so may mean you will be unable to access our website or parts of it, your experience of our website may be adversely affected and/or you may not receive information which is relevant to your personal interests.

We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. We promise to respond to your request within 40 days of receiving your written request and fee. In certain limited circumstances we are entitled to refuse your request.

If you believe that any of your personal data which we are processing is inaccurate or incorrect please contact us immediately