

# IMPORTANT NOTICE

## 2012 PASSENGER TICKET CONTRACT - MEKONG

### Terms and Conditions of Carriage

1. Though every effort will be made to ensure that the published itinerary is followed as closely as possible, given uncertain river and other local conditions, all schedules and itineraries may be subject to alterations and delays at short notice.
2. The ship's purser and captain are jointly responsible for passengers' comfort and safety. Passengers must accept their decisions and instructions.
3. Whilst our crew does everything in their power to facilitate landings, access to the ship at certain river stations can be difficult, with steep and sometimes slippery river banks. Elderly passengers should consult their doctor to ensure that they are fit for travel. Wheelchairs are not allowed.
4. In the case of water levels being too high or low or defects to the vessel beyond the control of the company an alternative itinerary will be offered to passengers after consultation between the ship's captain and the company's management, subject to accommodation and meals being maintained on board the vessel unless by prior agreement with the passenger.
5. Should it prove difficult to embark or disembark passengers at the scheduled points, the company is not liable to bear any extra cost of transporting passengers to and from the revised point of embarkation or disembarkation unless passengers or their agents have purchased a complete package tour which includes land services from us. Any reason for changing the points of embarkation or disembarkation can not count as a reason for cancelling this contract.
6. Passengers should seek advice from their doctor regarding relevant inoculations and prophylactics for travel to these countries.

7. Passengers must be fully insured to cover any risk of medical expenses and repatriation (which includes repatriation of remains) and the Company is in no way responsible for such liabilities. Passengers must settle before departure any medical bills incurred whilst on a company ship for doctor's attendance, drugs supplied, and any other medical facilities provided by the company for the passenger.
8. Once a booking has been received through a sales agent or directly from the passenger, a contract exists between the Company and the passenger and these terms and conditions must be adhered to by both parties.
9. Unless otherwise agreed, agents are responsible for the transfer of their passengers to and from the ship on time and in the event of a late arrival the ship is not obliged to delay departure thereby upsetting tight schedules.
10. The company accepts no liability or responsibility for loss or damage to passenger's property whilst on board a company vessel.
11. During the river stops the company provides a guide service in the English language. Foreign language guides must be pre-booked and there may be extra charges for this. Personal guides must be booked at normal rates in passenger accommodation.
12. The company reserves the right to refuse to allow anyone on board if a ticket can not be produced and the company can not guarantee the exact allocation of cabins and deck location which may in the event of extenuating circumstances differ from the cabin number indicated on the ticket.
13. Within the ticket price fuel costs have been calculated on average prices as of the publication of this document. Should fuel prices rise by more than 10% the company will be entitled to impose a fuel supplement equivalent to the amount by which the fuel price exceeds the price allowed for in the contract.
14. It is not permitted to allow any breed of animal on board.
15. Due to the nature of our cruise itineraries, Viking River Cruises does not maintain facilities or services for children aboard river cruise vessels. On all cruises and cruise journeys, minors under the age of 18 must be accompanied and share a stateroom with a parent, legal guardian or other responsible adult over the age of 21. We reserve the right to limit the number of minors under the age of 18 years on board.

16. In the event of a dispute the law of the country in which the vessel is operating will apply.
17. The company reserves the right to change the vessel without notice.
18. Payment terms and cancellation policy is printed on an invoice issued for each booking whether for an individual or for a group. Passengers and their agents must abide by these terms and the company reserves the right to either cancel an existing reservation or to refuse passage in the event that these terms have not been adhered to.
19. In the event that one passenger enters into a commercial or other form of relationship or arrangement with another passenger, the company is no way liable for the obligations of one passenger to another passenger or any claim arising thereof.
20. For cruise departures where occupancy is less than 5 cabins, the company reserves the right to cancel the departure giving all passengers with confirmed bookings 30 days prior notice of this intention. An alternative departure date will be offered subject to availability. If this alternative date is not acceptable to the passenger, any deposits made for the cancelled cruise will be refunded. In the event that a passenger has cancelled and paid cancellation fees and the Company subsequently cancels that departure then any cancellation fees (and deposit) will be refunded in full on the request of the passenger.
21. The company reserves the right to change a cabin allocated without notice and in the event that a passenger is downgraded to a cheaper cabin then the difference in cost between the cabins will be refunded to the passenger or the passenger's agents.
22. Force Majeure: in the case of circumstances beyond normal control, such as war, civil or political unrest, strikes, catastrophes, epidemics or disruption to fuel supplies for the vessel, the Company may cancel the cruise and there will be a full refund of all monies paid by the passenger. In the event of a cruise being cancelled as a result of the above force majeure situations following the commencement of that cruise period then monies will not be refunded.