

Terms and Conditions

Last Updated Monday, 02 March 2009

1. RESERVATIONS AND PAYMENTS

1.1 Reservations shall be made directly through Peace House Travel ,here after referred to as the "Company," by emails or fax (+951-251 934) in Yangon, Myanmar.

1.2 Tours are booked and confirmed only on receipt of a 30% advance payment of the basic program rate (there are, however, some exceptions of suppliers and operators who require a deposit of up to 50%). There shall be no binding contract until the advance payment has been received by the Company. Failure to remit your advance payment on time will result in an automatic change of status of any confirmed space to a provisional basis and the possible inability to reinstate your reservation. When the Company receives your advance payment, a booking reference number will be assigned and noted on your original invoice. This number shall be deemed to constitute acceptance and confirmation of the booking. Your wire transfer authority will act as your receipt.

If the Company is NOT making your complete travel arrangements for you, it will be necessary to furnish us with a copy of the CONFIRMATION OF YOUR TRANSPORTATION ARRANGEMENTS before we confirm our portion of your travel plans. The Company cannot be liable for any penalties or losses incurred as a result of voluntary or involuntary changes to transportation schedules.

1.3 The balance is due no later than sixty (60) days prior to commencement of the program. If the balance has not been received by that date, the Company shall be entitled in its discretion to treat your reservation as cancelled, and consequently to forfeit such part of the advance payment as determined solely by the Company.

1.4 Any reservation made within sixty (60) days of commencement of a program may be accepted provided space is available, payment in full is received, and provided that documents can be delivered prior to departure.

1.5 The Company will not provide tickets, coupons, vouchers or documents until full payment has been received.

1.6 The Company will not accept responsibility for wire transfer and/or overnight mail charges.

1.7 No client will be permitted into the field without payment in full being received by the Company.

[Back To Top](#)

2. CANCELLATIONS AND REFUNDS

2.1 If cancellation of written notification is received prior to 4 week before departure, your deposit is forfeited. If your cancellation is made within 4 weeks of departure, cancellation charges will be levied. The scale of charges, expressed as a percentage of the tour price, is as follows: More that 4 weeks notice - deposit forfeited (30% of tour fare) Less that 4 weeks notice - deposit 20% plus 30% Less than 2 weeks notice - 50% Less than 1 weeks notice - 100%.

2.2 If you are a "no show," the Company shall be entitled to treat your reservation as cancelled without having given the Company any notice, and the provisions of Paragraph 2.1 shall apply.

2.3 Any request to amend or change a booking once it has been confirmed may be accommodated subject to space availability.

2.4 No refunds are given

1. for lost travel time or substitution of facilities

2. for itineraries amended after departure

3. for circumstances arising beyond the Company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of your program

4. if you do not appear for any accommodation, service, sightseeing or trip segment without notifying the Company

5. if you leave your program after it has begun, or miss any scheduled sightseeing, activities, meals or accommodations.

[Back To Top](#)

3. RISKS

3.1 The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by the Company. The Company will ask you to sign a Release to acknowledge this warning and also to release and hold harmless the Company from any damages that may result.

3.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked. The Company shall not be liable for illness, injury or death sustained on a program sold by the Company which is not due to the gross negligence of the Company, its officers, employees, authorised representatives or agents whomsoever.

[Back To Top](#)

4. FORCE MAJEURE

4.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other unexpected occurrences).

4.2 If the Company is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.

4.3 The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

4.4 If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall remain in its sole and absolute discretion although the Company shall use its reasonable endeavours to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the Company of the Force Majeure.

4.5 Regarding civil unrest, once the Company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, the Company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Paragraph 2.

[Back To Top](#)

5. SURCHARGES & EXCHANGE RATES

5.1 Although the Company hopes that it will not need to levy surcharges it reserves the right to do so on the invoice amount, if this becomes necessary. The Company will endeavour to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than fourteen (14) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, the Company may construe such non-payment as an act of cancellation on your part and the provisions of Clause 2 shall apply.

5.2 Rates used in the programs are based on tariffs quoted in United States Dollars. Payments are only accepted in other currencies by prior arrangement with the Company management. The exchange rate on the day of payment should be confirmed with the Company in advance.

[Back To Top](#)

6. TERMS AND CONDITIONS

These terms and conditions govern the relationship between the Company and you, to the total exclusion of any other terms and conditions. No alteration to the terms and conditions may be made by any of the Company employees, authorised representatives or agents, unless in writing by an authorised officer of the Company. All decisions and matters subject to the Company's discretion shall be made by an authorised officer of the Company.

[Back To Top](#)

7. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international driving license, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements.

[Back To Top](#)

8. SPECIAL REQUESTS

You must advise the Company in writing of any special requests; e.g. facility or physical handicap, when you submit your reservation request to the Company. The Company will meet such requests, if possible.

[Back To Top](#)

9. INFORMATION IN THE TRAVEL PROPOSALS

All information given in the Company's travel proposals is, to the best of the Company's knowledge, correct at the time of going to print but the Company reserves the right to change same. The information provided in this travel proposals convey typical scenes experienced and details on each destination; but the subject matter may not necessarily be experienced in the exact detail thereof while visiting that destination.

[Back To Top](#)

10. DISPUTES

If you have any cause for complaint while travelling, you must immediately bring it to the attention of the Company's local representative.

[Back To Top](#)

11. CONSENT

The payment of the advance payment OR any other partial payment for a reservation on a tour constitutes consent to all provisions of the conditions and general information contained in the Company's Internet Pages, Brochures, Invoice and Travel Documents. The terms under which you agree to take these tours cannot be changed or amended except in

writing signed by an authorised officer of the Company.

[Back To Top](#)

12. CONDITION OF BOOKING

You shall comply with the instructions of the Company's representatives at all times. No Client shall be accepted or be permitted to continue on a program while their status or mental or physical condition is, in the opinion of any representative of the Company, such as to render them incapable of caring for themselves or make themselves objectionable to other Clients or become a hazard to themselves or other Clients and the Company will not be responsible for expenses by such persons precluded from completing the program for this reason.

[Back To Top](#)

13. NOTICE OF ENFORCEABILITY

Please remember, when you book travel related services with the Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in this brochure.