



SAMPAN TRAVEL

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## BOOKING TERMS & CONDITIONS – B2C

*SAM.B2C.LEG. (DIR). V8.24-May-22*

### 1) Scope & definitions

These Terms & Conditions apply to direct B2C bookings with Sampan Travel Ltd and Sampan Travel Pte Ltd (hereon referred to as Sampan Travel, Sampan, 'we', 'us', or 'our').

Direct B2C **bookings** refers to both FIT (“free independent traveller” **bookings**) and SIC group (“Seat-in-Coach” bookings).

These Terms & Conditions do not refer to B2B **bookings** made through an **agent** other than Sampan Travel. Nor do they refer to virtual event **bookings**.

**‘Amendments’** are changes to the journey made by either the **guest** or Sampan Travel *after* payment – either deposit payment or full payment.

**‘Booking’** refers to confirmed travel services provided by Sampan Travel to a **guest**. Note that ‘reservation’ refers to a reservation of a particular service that makes up a booking, for example a night at a hotel, a trek, a transfer ... etc.

**‘Enquirer’** refers to anyone enquiring about travel services through Myanmar who has not yet made payment.

**‘Force majeure’** includes but is not limited to: war, riot, civil strife and terrorist activity (actual or threatened); industrial dispute; power failure and unavoidable technical problems with

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transport, machinery or equipment; changes imposed by rescheduling or cancellation of flights by an airline; natural or nuclear disaster including fire, flood, drought and earthquake; epidemics, pandemics and outbreaks of illness; and acts of God. Governments' response to **force majeure** is also considered as **force majeure**.

'**Guest**' refers to anyone who has paid Sampan Travel for travel services through Myanmar.

'**Journey**' refers to the duration of travel services ('**booking**') arranged by Sampan Travel.

'**Major amendment**' refers to **amendments** to the **journey** such as a change of location that lasts overnight; the alteration of the number of nights spent in a specific location; or the substitution, addition or removal of a major **service**. A major **service** might be, for example, a cookery class or a trek. A major **service** would not be a meal or visit to a certain site. Sampan Travel reserves the right to define what is and what is not a major **service**.

'**Minor amendment**' refers to **amendments** to the **journey** including but not limited to a change of flight time or other domestic transfers of less than 24 hours; a change of accommodation so long as both hotels are in the same price bracket and location, and a non-refundable deposit has not already been paid; a change in time of a certain **service**.

'**Proposal**' is an itinerary and (often) a quote sent to an **enquirer** by Sampan for the **enquirer's** consideration.

'**Service**' refers to a component of a **journey** paid for by a **guest** and provided by Sampan Travel, sometimes via one of our **suppliers**. Examples of **services** are: a night at a hotel, a trek, a transfer ... etc.

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'Supplier' is an individual or an organization that Sampan Travel contracts to provide **services** that make up the **journey**. Common **suppliers** are hotels, **guides**, airlines and other transport providers.

'Travel consultant' is an employee of Sampan Travel responsible for the arrangement and delivery of a Sampan Travel **journey**. **Travel consultants** are the **guests'** direct contact at Sampan Travel.

## 2) Booking & payment

After contacting Sampan Travel, **enquirers** will usually be assigned one **travel consultant** who will manage the **booking** from initial enquiry until the end of the **journey**. The **travel consultant** will make every effort to accommodate requests so long as they do not breach the restrictions Sampan has in place to ensure that we operate legally, safely and ethically. If we think that we are unable to accommodate a request, we will be transparent and prompt in our reasoning and try to find an alternative.

Payment for a **booking** is required in up to two stages prior to the start of the **journey**, namely: deposit payment and balance payment. The deposit payment is 50 per cent of the total **booking** price and is required to confirm a **guest`s booking** with Sampan. The balance payment of 50 per cent is required 30 days prior to the start of the **journey** i.e. 30 days prior to the date of the first **service** provided by Sampan. Full (100 per cent) payment is required if the **booking** is confirmed within 30 days of the start of the **journey**.

Sampan will only confirm a **booking** once we have received a 50 per cent deposit payment if the start of the **journey** is over 30 days away, or once we have received 100 per cent full payment if the start of the **journey** is within 30 days.



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On rare occasions Sampan will request a deposit of more than 50 per cent to confirm a **booking**. This will normally be due to **suppliers** requiring non-refundable payment to confirm a reservation, the sum of which is greater than 50 per cent of the total **booking** price.

Before the **booking** is confirmed with payment, the itinerary and quote sent to **enquirers** will be marked as `**Proposal**`. Once payment has been made it will be marked as `**Confirmed with Deposit**` or `**Balance Paid**`. This can be clearly viewed on the first page of the itinerary.

Payment is regarded as acceptance of the **proposal**, as well as acceptance of these Booking Terms & Conditions (SAM.B2C.LEG) and of our Privacy Policy (SAM.PRIV.POL) which can be found here: <https://www.sampantravel.com/privacy-policy/>. This acceptance is made on behalf of all **guests** travelling on the **journey**.

It is important for **enquirers** to check all the details on the **proposal** before making payment. In the event of any discrepancy or mistake in the **proposal**, **enquirers** are requested to contact Sampan immediately. Sampan will make any necessary changes and send the corrected **proposal** back to the **enquirer** for their approval.

If Sampan is notified of any discrepancy or mistake after the **guest** has made payment, the guest may be required to pay necessary amendment charges and/or the difference in price between the quote prior to the amendment and the quote after the amendment. Please see 4).

All rates are quoted in US\$ unless explicitly stated otherwise. Sampan recommends that payment is made by credit or debit card via our payment gateway powered by Stripe, but bank transfer, cash payment and mobile wallet payment (certain providers) is also possible.

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If making payment by bank transfer, Sampan Travel shall absorb bank charges levied by our bank, whereas bank charges levied by the **guest`s** bank are to be borne by the **guest**. If bank charges levied by the **guest`s** bank are not borne by the **guest**, Sampan has the right to request this payment separately before confirming the **journey**. Note that extra charges may be applied if making payment via bank transfer.

If **guests** opt to make payment in cash, Sampan has the right to refuse tatty, torn, stamped or otherwise less-than-pristine notes. This is due to the fact that in Myanmar, less-than-pristine foreign currency is liable to be rejected or be exchanged at a lower rate.

### 3) Inclusions & special requests

Sampan's itineraries explicitly state what is included in the price of the **booking**. If it is not explicitly mentioned as included, then **guests** are to assume that it is not included. If unsure, it is recommended that **guests** promptly raise the issue with their **travel consultant**.

Sampan will always attempt to accommodate special requests such as diet, room location, single-, twin- or double-bedded rooms, a particular flight seat etc. These special requests should be indicated before payment is made. **Enquirers** should ensure that all special requests are explicitly stated as included in the **proposal** before payment is made.

For special requests made after payment has been made, Sampan will make every effort to ensure these requests are fulfilled, however we cannot guarantee that it will be possible. A special request made after payment is made should only be regarded as confirmed if its confirmation is explicitly stated in the itinerary. Special requests made after payment has been made, may incur additional charges.

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Sampan Travel is under no obligation to give a breakdown of the costs involved in a **booking**.

It is recommended that Sampan is made aware of any health issues that **enquirers** suffer from which may impair their ability to carry out any aspect of the **journey**. In the unlikely event that we feel unable to adequately carry out the **journey** due to these health issues, or if we believe that these health issues pose a significant risk to **guests** or others who will come into contact with **guests**, we reserve the right to respectfully decline the enquiry. If we are informed of any health issues after the **guest** has made payment then we reserve the right to cancel the **booking**. This will be regarded as cancellation by **guest** and the charges laid out in 7) will apply.

#### 4) Amendments by guest

Sampan Travel cannot guarantee that we will be able to make **amendments** if requested after payment has been made, however we will make every effort to make these **amendments** so long as they do not breach the restrictions Sampan has in place to ensure that we operate legally, safely and ethically.

**Amendments** made after payment is made may incur additional costs.

These terms and conditions outlined in 4) apply to **amendment** requests made prior to the start of the **journey** *and* to **amendment** requests made after the start of the **journey**.

#### 5) Amendments by Sampan Travel *prior to the start of the journey*



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After payment has been received, Sampan Travel will make every effort to deliver the **journey** as outlined in the confirmed itinerary i.e. the itinerary marked `Confirmed with Deposit` or `Balance Paid`.

In some circumstances, Sampan Travel may have to amend a **booking** prior to the start of the **journey**. Usually these will be **minor amendments**. In such cases, Sampan Travel will notify the **guest** of this change but is not obliged to pay any compensation or refund any payments. Sampan Travel will engage with the **guest** to ensure these **minor amendments** are as satisfactory to the **guest** as possible.

If Sampan Travel is forced to make a **major amendment**, we will notify the **guest** as soon as possible and send an itinerary marked `Amended`.

If the **guest** is not satisfied with the amended itinerary, then the **guest** has seven calendar days in which to either request that Sampan Travel offers an alternative **amendment** or cancel the **booking** entirely.

In the case of the **guest** cancelling the **booking** following a **major amendment** made by Sampan Travel, whereby that **major amendment** *was made in response* to either **force majeure** or the unusual and/or unforeseeable actions of a **supplier**, a full refund will be offered but no compensation will be paid.

In the case of the **guest** cancelling the **booking** following a **major amendment** made by Sampan Travel, whereby that **major amendment** *was not made in response* to either **force majeure** or the unusual and/or unforeseeable actions of a **supplier**, a full refund will be offered in addition to the following compensation:

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≥ 30 days prior to the start of the <b>journey</b>	5 US\$ x no. of Journey days x no. of pax
< 30 days prior to the start of the <b>journey</b>	10 US\$ x no. of Journey days x no. of pax

*Table 1*

If Sampan Travel receives nothing from the **guest** in writing signalling their non-acceptance of the amended itinerary, Sampan Travel will assume that the **guest** accepts the **major amendment(s)** and with it the amended itinerary in its entirety.

If longer than seven calendar days after receiving the amended itinerary, the **guest** requests an alternative amendment, this will be treated as an original guest **amendment** request and bound by the terms and conditions outlined in 4).

If longer than seven calendar days after receiving the amended itinerary, the **guest** cancels the booking, the **guest** will be bound by the terms and conditions outlined in 7).

#### **6) Amendments by Sampan Travel *after* the start of the journey**

In some circumstances, Sampan Travel may have to amend a **booking** after the start of the **journey**. Generally these will be **minor amendments**. In such cases, Sampan Travel will notify the **guest** of this change but is not obliged to pay any compensation or refund any payments. Sampan Travel will engage with the **guest** to ensure these **minor amendments** are as satisfactory to the **guest** as possible.

If Sampan Travel is forced to make **major amendments** to the **booking** after the start of the **journey** in *response to force majeure* or the unusual and/or unforeseeable actions of a **supplier**, we will make every effort to provide suitable alternative arrangements at no extra cost. If these

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alternative arrangements are not satisfactory to the **guests**, or such alternative arrangements are not possible, we can make arrangements for **guests** to reach a port of departure. In such cases no refund and no compensation will be paid.

If Sampan Travel is forced to make **major amendments** to the **booking** after the start of the **journey not in response to force majeure** or the unusual and/or unforeseeable actions of a **supplier**, we will make every effort to provide suitable alternative arrangements at no extra cost. If these alternative arrangements are not satisfactory to the **guests**, or such alternative arrangements are not possible, we can make arrangements for **guests** to reach a port of departure. In such cases a refund of unused **services** will be paid along with the following compensation:

15US\$ x no. of remaining <b>journey</b> days x no. of pax
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*Table 2*

Note that Sampan Travel does not by default arrange travel to and from Myanmar. We can offer assistance in booking flights out of Myanmar but we will not be able to book or pay for these on behalf of **guests**.

## 7) Cancellation

If Sampan has not received full payment within 30 days prior to the start of the **journey**, we hold the right to treat the **booking** as cancelled and withhold any deposit paid (normally 50 per cent).

The cancellation of a **booking** by **guests** must be made by email. Since Sampan Travel incurs costs in cancelling **bookings**, the following cancellation charges will be payable, depending upon the number of days prior to the start of the **journey** Sampan Travel receives the notice of cancellation:

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≥ 30 days prior to the start of the <b>journey</b>	50% of total <b>booking</b> price
< 30 days prior to the start of the <b>journey</b>	100% of total <b>booking</b> price

*Table 3*

Exemptions will be made when the **guest** cancels the **booking** due to the tightening of entry requirements and/or quarantine requirements made by the Myanmar authorities. Sampan Travel will inform **guests** of such changes. If the **guests** notify Sampan Travel in writing of their wish to cancel the **booking** within seven days of Sampan notifying the **guests** of such changes, Sampan will make all efforts to make a full refund, however deductions will be made for any unrecoverable payments made to **suppliers**.

If a **guest** is forced to cancel their **booking** due to them or one of their party testing positive for COVID-19, Sampan will make all efforts to make a full refund, however deductions will be made for any unrecoverable payments made to **suppliers**.

Sampan Travel will not make any refunds in the case of international flight cancellations or the policies and restrictions of foreign governments. In such a case, Sampan will strive to make satisfactory amendments to the **booking** or postpone the **journey** in its entirety. If the **guest** still wishes to cancel the **booking**, the charges outlined in *Table 3* shall apply.

We strongly recommend that **guests** secure travel insurance so that they are adequately covered.

#### 8) **Guest`s responsibility**

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Once full payment has been received by Sampan (usually 30 days prior to the start of a **journey**), Sampan will send **guests** relevant policies and guidelines to help them travel through Myanmar safely and responsibly. We request that our **guests** read these policies.

Approximately seven days prior to the start of the **journey**, along with the **final itinerary** marked `**Final Itinerary**`, Sampan Travel will send **guests** their domestic flight tickets, vouchers (principally for accommodation reservations) together with other information concerning their **journey**. It is vital that **guests** check all the details on these documents, specifically names and flight times, and contact us immediately if they have any queries. Timings may have been amended since the previous itinerary. All timings are displayed in the 24-hour clock system and appear in local Myanmar time.

To enter Myanmar, **guests** will likely require a full five- or ten-year passport which is valid for six months after the date of their departure from Myanmar. Valid visas are required for most foreigners and all children (including infants) should travel on full passports. However general information concerning passport, visa and health requirements for entry into Myanmar are subject to change. Sampan will do our best to ensure that **guests** are aware of the requirements and are able to enter Myanmar but is the **guest's** responsibility to obtain all documents required for their entry into Myanmar and ensure that they are in proper order. Sampan Travel will not be liable to make any refund or pay compensation if a **guest** is unable to enter Myanmar due to faulty, inadequate or missing documents.

Credit or refunds will not be given for lost or damaged travel documents.

If in our opinion or that of our **suppliers** (e.g. any airline pilot, hotel manager, tour leader, guide etc.) or other person in authority, a **guest's** behaviour is causing damage or danger to property or persistently affecting the enjoyment or safety of others, we reserve the right to terminate the **booking**. In such a scenario, no compensation or refund will be paid.

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**Guests** are responsible for the costs of any damage to accommodation and/or any extra charges incurred with our **suppliers** during the **journey**. Should **guests** fail to make such payment at the time the charges and/or costs are incurred, they will be liable to reimburse Sampan Travel for these and the **guest** authorises Sampan Travel to automatically debit their credit card to the value instructed by the **supplier**.

It is the **guest's** responsibility to ensure they are aware of any and all local laws and regulations. Sampan Travel will not take responsibility for any breach of local laws and regulations.

#### **9) Sampan Travel's responsibility**

Sampan Travel will not provide compensation in the case of illness, injury, damage or death if any of the above was caused by the act/omission of acts of the **guest** or those in their group, or a third party who is not part of Sampan`s **booking**. Compensation will not be paid if the risk was foreseeable by the **guest** or in the case of **force majeure**.

If Sampan Travel is found liable for the loss or damage of any personal possession, we will pay back no more than the amount equivalent to the excess on the **guest's** insurance policy which applies to this type of loss per person, subject to a maximum of US\$250 per person. In the event that no insurance policy has been taken out, the maximum of US\$250 per person shall apply.

Operational decisions may be taken by airlines and airports resulting in delays, diversions or rescheduling. These decisions Sampan Travel has no control over and therefore we will not accept responsibility for them.

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Sampan Travel will attempt to offer advice, guidance and assistance if **guests** suffer death, illness or injury arising out of any service which does not form part of the **journey** with Sampan Travel and which Sampan has not arranged. However, when booking additional services independently of Sampan Travel, the **guest's** contract is with that service provider and not Sampan Travel. Sampan Travel has no legal liability for anything that goes wrong with that service, even if the service has been recommended by Sampan Travel, and any claim which a **guest** might have arising out of the service will be against that service provider and subject to their terms and conditions.

#### 10) Complaints

Sampan Travel welcomes all feedback and suggestions and strives to respond promptly, professionally and with all due consideration to any **guest** complaints.

Sampan Travel will provide **guests** with all relevant and necessary contact details of Sampan Travel operatives for **guests** to use during their trip including their personal **travel consultant**. If **guests** are unhappy with any aspect of the arrangements during their **journey** with Sampan, they are requested to address their complaint immediately to their **travel consultant**. Sampan Travel will do their best to rectify the situation swiftly. If **guests** wish to lodge a formal complaint, full details must be sent to Sampan Travel via email within 30 days of the end of the **journey** i.e. the last day of service. Sampan Travel will do their best to investigate and reply to this formal complaint within 30 days of receipt of the formal complaint.

Sampan Travel will have an open ear to any additional complaints and feedback made after the conclusion of the **journey**.

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