

TERMS & CONDITIONS

© Vietnam Battlefield Tours

The receipt by Vietnam Battlefield Tours, Inc. (hereinafter referred to as VBT) of your deposit and/or final payment discloses that you have read these Terms & Conditions, and that you have understood them, and that you (hereinafter referred to as Client) have accepted them.

These Terms & Conditions form the contractual basis and relationship between VBT and the Client, and registration is by choice the Clients.

Deposits, Reservations, and Final Payments - Complete the Official Registration Form, and mail, along with the appropriate deposit/payment, to the address at the bottom of the form. Registrations and final payments (in US dollars) are due no later than 90 days prior to departure. Deposits of \$500 per person are required to reserve a space on the tour. This deposit is part of the final payment that is billed to the Client's account. Unless written notification or other arrangements are made with VBT prior to the 90-day deadline, Clients who fail to meet this deadline are automatically liable for final payment and will be charged for the balance due on their account.

Completion of all required conditions and remittance of full payment by the Client is subject to verification by VBT before a Client is accepted on a tour.

Late Reservations – A late reservation within 90 days of departure will be accepted only on the basis of availability and will be subject to a \$150 per person non-refundable administrative fee. A late reservation must include full and final payment at the time of registration and are subject to any airfare, hotel, and logistical increases in cost.

Written Notice - All reservations, cancellations, and changes must be made in writing. VBT will not act on any changes made or requested by telephone until written notification from the Client has been received. FAX and properly executed e-mail will constitute written notice.

Cancellations – A \$150 per person non-refundable administrative fee will be charged for all refundable tours and for all refundable pre-tours/post-tours. Refunds are provided at the following schedule:

Day Cancellation Notice Received (Business hours only)	Amount Refundable
90 days of more prior to departure	100%
45 to 90 days prior to departure	50%
0 to 44 days prior to departure	0%

Tour Program Deviations & Changes - A tour program deviation is any change made to the final advertised tour itinerary as set forth by VBT, including pre-tours/post-tours, and is subject to availability if requested prior to 90-days of the tour start date. Increased or additional costs incurred by each deviation shall be borne by the Client. Deviations and changes are non-refundable. In addition, VBT reserves the right to change the posted itinerary from that posted on the VBT website and other media. Itineraries are customized and modified to meet the particular needs and desires of each traveler. Clients will be advised of major itinerary changes in a timely manner.

Unused Services – There will be no refunds, credits, or exchanges for any services such as hotels, meals, transportation, sightseeing, museums, or any other services not utilized by the Client while on tour.

Tour Cancellation by VBT – In the unlikely event that VBT does not receive the minimum number of bookings, a full refund will be issued to the Client with no administrative fee applied, or at the request of the Client, the Client will be placed on another tour. The Client shall not be entitled to make a claim against VBT for loss arising from the cancellation.

Travel Insurance - VBT will provide overseas hospitalization and evacuation insurance for all tour Clients. This will be included at no additional cost. Client agrees to remit to VBT any insurance claim proceeds paid to the Client which represent funds expended by VBT to expedite the immediate rescue, care, and transportation of the Client which were paid prior to the insurance company assuming control of the incident. NOTE: Medicare, Medicaid, and most US insurance plans do not provide coverage overseas. Please check with your carrier.

Trip Cancellation Insurance - VBT strongly recommends trip cancellation insurance to protect you against unforeseen cancellations/disruptions. VBT, however, DOES NOT provide this insurance. Please check our website FAQ section for suggested insurance companies. It is also strongly recommended that the Client does not purchase domestic air tickets to the tour departure city prior to 90 days from the tour departure date in case the tour is cancelled or the departure date is modified. VBT shall not be responsible for ticket cost reimbursement.

Tour Pricing - All tour prices are quoted in US dollars and are based on a minimum of 15 clients. Prices are subject to adjustment in the event of fuel surcharges or increases, state or local taxes or tariffs, international currency fluctuations, or any other unforeseen or unexpected circumstance. However, once the tour is paid in full, no increases will be added.

Single-Supplement/Single-Share Requests – Some Clients traveling alone may wish to share a room to avoid paying the single-supplement fee. VBT will attempt to match such Clients, but VBT cannot guarantee that a suitable same-sex roommate will be available. If no roommate is available, which can occur at any time prior to departure, the single supplement fee will apply and the fee will become due immediately.

Ground Only Tour - Selection of a ground-only tour by the Client guarantees that the Client accepts the personal responsibility of providing his or her own air transportation to and from his

or her departure city to the international destination city. The Client is required to provide VBT, in writing, a copy of his or her confirmed, independent flight arrangements/itinerary no later than 75 days prior to the VBT tour departure date. Failure to comply with these guidelines may constitute grounds for removal from the tour and all penalties will be enforced. Additional expenses incurred to transport the Client to the tour group will be borne by the Client. It is strongly recommended that the Client does not purchase any air tickets prior to 90 days from the tour departure date in case the tour is cancelled or the departure date is modified. VBT shall not be responsible for ticket cost reimbursement.

Luggage Allowance – The Client must check with his or her domestic carrier relating to issues concerning baggage allowances. VBT’s international air carrier allows two (2) free checked bags less than 20kg (44-pounds) each, plus a small carry-on bag. Vietnam Airlines allows just one (1) 20kg (44-pounds) TOTAL of free checked baggage weight, plus a small carry-on bag. Charges for excess weight are the sole responsibility of the Client. Because of this, Clients are encouraged to bring only 1 checked bag and to pack light. In Vietnam, all checked bags must have a locking device. More information about luggage issues can be found on our website in the FAQ section.

Acceptance, Rejection, or Expulsion from a Tour - VBT reserves the right to accept or reject any person as a tour participant. In addition, VBT reserves the right to expel any Client for any reason from the tour for behavior or conduct considered by VBT guides to be offensive or incompatible with the interests or safety of another person or of the group. These reserved rights are imperative to ensure the smooth operation of the tour and to maintain the congeniality, pleasantness, and safety of the tour group. If the actions of a Client cause death, or cause injury to any person, or cause damage to property, or cause delay or diversion of transportation, the Client causing such death, injury, damage, delay, or diversion shall indemnify VBT against any claim or costs made against VBT at that time or at any time in the future.

Smoking: Smoking is not permitted in aircraft, motor coaches, museums, restaurants, or any place where smoking is prohibited. In addition, smokers must not smoke in the near proximity of non-smoking travelers. This includes tobacco as well as tobacco-free smoking products.

Tour Dangers – Some tour locations may be situated in very remote areas such as wilderness, jungle, mountains, rugged or unsound terrain, fast moving or deep water, with all its natural elements, both flora and fauna. Risk-taking is the sole responsibility of the Client and should not be taken lightly or for granted. The quality of emergency, health, safety, and communication services varies widely and travel by road can be uncomfortable and unreliable. Therefore, tour itineraries are statements of intent and are not contract obligations. Unpredictability in weather, transportation, or political stability may require that programs be modified. Clients are encouraged to familiarize themselves with the risks inherent to international travel and exploration. VBT tours may include activities such as boarding and disembarking from boats or vehicles or aircraft, climbing hills and mountains, fording rivers, hiking, cave exploring, climbing steep and uneven steps, exposure to extremes in temperature and humidity and weather, and other such difficulties. Therefore, VBT will not be liable for any death, injury, ailment, or

malady that occurs in conjunction with these activities and circumstances. Risk-taking is the sole responsibility of the Client.

Persons with Disabilities - The Client shall be responsible for disclosing to VBT, prior to booking, any physical or mental condition that may be relevant. A qualified helper must accompany and must assume total responsibility for a disabled client who requires any form of assistance. VBT reserves the right to deny inclusion to any disabled person whose physical condition impairs the customary operation of the tour or where special needs cannot be met. All Clients must be physically capable of making their own way onto, and off of, all modes of transportation and lodging and sites visited. Clients are solely responsible for being in satisfactory health necessary to undertake the physical requirements of the tour.

NOTE: Vietnam and many Asian countries have no disabled-accessibility laws. Disabled persons will have an extremely difficult time in this environment. Therefore, **Ambulatory-challenged Clients** (e.g. wheelchair-bound Clients; amputees; those with prosthetic joints; etc.) **must provide their own qualified helper(s)** who are physically capable of providing all mobility requirements (flights of stairs; boarding and disembarking airplanes, busses, vans, boats, etc.; curbs and all forms of irregular sidewalks, roads, dirt paths, and all forms of rough terrain; transferring to seating, beds, bathrooms, trams, etc.; etc.).

Vaccinations and Inoculations - Clients are required to take all appropriate medical and health precautions. VBT cannot and will not provide health or medical advice as it pertains to the tour. Clients are advised and encouraged to discuss vaccinations and inoculations and all other travel health issues with their doctors or public health services.

Passports and Visas – Each Client shall have a valid passport required for international travel. There must be a minimum of six (6) months remaining on the passport as of the date we RETURN FROM overseas. Visas are needed and Clients must meet all US and Vietnam requirements on a timely basis to obtain a visa. The passport must have at least two blank visa pages available for the Vietnam visa and entry/exit stamps. Amendment pages in the back of the passport are not suitable for Vietnam immigration uses. Failure to meet these requirements is cause for removal from the tour with all fees and penalties fully enforced.

Photographs and Video – VBT reserves the right to take photographs and video during your trip. By traveling with VBT, the Client grants to VBT the absolute and irrevocable right and unrestricted permission to use and publish the Client's image, or likeness, without compensation, for commercial, advertising, editorial, or any other purpose; and in any manner and medium, whether now known or hereafter devised; and to alter and composite the same without restriction and without the Client's inspection or approval. The Client hereby releases and discharges VBT and its affiliates, officers and employees from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by VBT of the Client's image or likeness. If the Client prefers that his or her image or likeness not be used, the Client must advise VBT in writing, no later than 30 days prior to the tour departure date.

Photographs and video of the Client's trip may be submitted to VBT by the Client or by third parties such as (but not limited to) other travelers, Trip Leaders, crew, or staff members. By submitting such photographs or video, the party making the submission is representing and warranting (a.) that the photo is their original work created solely by themselves and does not infringe the intellectual property rights of any party; (b) that they have obtained any and all necessary releases from subjects depicted in said original work; (c.) that they grant to VBT and its affiliates a worldwide, royalty-free, perpetual, transferable, irrevocable, non-exclusive and fully sub licensable right and license to use, in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all commercial or other uses thereof, including without limitation, reproducing, editing, modifying, adapting, publishing, displaying publicly, creating derivative works from, incorporating into other works or modifying the photo and (d.) that they hereby release and discharge VBT and its affiliates, officers and employees from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by VBT of any photograph or video submitted.

From time to time, film crews and/or news personnel will accompany a tour. VBT does not partner with these entities and therefore, all film crews and/or news personnel will provide their own release forms. The Client has the right to refuse the use of his image, likeness, or statements to any film crew and/or news personnel not directly hired by VBT.

VBT Website – The VBT website may contain links to websites of third parties. These links are provided solely as a convenience to you. VBT is not responsible for the contents of such third party websites or the links to which you may be transferred. VBT does not have any responsibility for third party websites and does not make any representation regarding the content or accuracy of materials on such websites. Accessing such websites is at the sole risk of the user.

Circumstances beyond VBT's control Disclaimer – VBT shall not be held liable, either in contract or in tort, for any injury or damage to persons or property, loss, delay, inconvenience and/or additional expenses caused by Force Majeure (Act of God) or any event or circumstance beyond the control of VBT (including but not limited to accidents, war whether declared or not, civil disturbance, customs or medical regulations, exercise of legislative or governmental or military action, fire, terrorist activities, thefts, epidemics, inclement weather, quarantines, fuel shortages, breakdown of equipment or machinery, and labor or industrial disputes) either directly or indirectly.

Responsibility Disclaimer – VBT is the tour originator, and together with tour producers, tour sponsors, and/or their agents, act only in the capacity of agents for this tour. As such, agent's liability is limited to the conditions specifically assumed by them in this publication. The passenger contract in use by the airlines concerned shall, when issued, constitute the sole contract between the airlines and the purchaser of this tour. Baggage is handled throughout the program entirely at the Client's risk. The tour operators, and their agents accept no responsibility for losses or additional expenses incurred through delays or changes in flight schedules or transportation service, nor for injury or losses incurred due to weather, strikes, bankruptcy or

quarantine or other causes beyond their direct control. If the services and accommodations put forth in this publication cannot be supplied due to causes beyond the control of the tour operator, all reasonable efforts to supply comparable services will be made.

Other Disclaimers – VBT shall not be held liable for any wrongful or negligent or fraudulent omissions, changes of itinerary, cancellation, or the failure of any equipment operated by any suppliers such as transportation carriers, cruise, hotels, or any party not directly owned or controlled by VBT.

Non-Enforcement – Any non-enforcement of any penalties, forfeitures, instruments, or clauses in these Terms & Conditions shall not deem to void the enforcement of any penalties, forfeitures, instruments, or clauses in these Terms & Conditions at any other time.

Participation on any tour implies full acceptance of the above Terms & Conditions by the Client.

This information is valid at the time of publication. However, VBT reserves the right to modify or rescind the Terms & Conditions in whole, or in part, at any time with or without notice.