

BOOKING TERMS & CONDITIONS – B2C

SAM.B2C.LEG. (DIR). V9.14-Oct-24

1) Scope & definitions

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

Direct B2C **bookings** refers to both “direct & tailored”, private **bookings** and SIC (“Seat-in-Coach”) **bookings** i.e. specialised, small-group “join-in” tours with a fixed departure date.

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

'Amendments' are changes to the **journey** made by either the **guest** or Sampan *after* any payment from **guest**.

'Booking' refers to confirmed travel services provided by Sampan 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.

'Country' refers to any of the countries in which Sampan offers travel services i.e. Myanmar, India and Bangladesh.

'Enquirer' refers to anyone enquiring about travel services in the country 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 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 for travel services in the **country**.

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

'**Major amendment**' refers to **amendments** to the **journey** such as a change of location that lasts overnight; 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 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**.

'**Location**' refers to a location within the **country**, normally a city, town or village. Sampan reserves the right to define what counts as a location.

'**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, sometimes via one of our **suppliers**. Examples of **services** are: a night at a hotel, a trek, an airport transfer ... etc.

'**Supplier**' is an individual or an organization that Sampan 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 responsible for creating an itinerary. **Travel consultants** are the **guests**' direct contact at Sampan.

2) Booking & payment

After contacting Sampan, **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 normally required in up to two stages prior to the start of the **journey**, namely: deposit payment and balance payment. The deposit payment is normally 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**. Additional payments may be requested if additional **services** are required or **amendments** made to a **booking**.

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. Note that this means that some services (e.g. flight tickets) will not be confirmed until after we have received payment from the **guest**.

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). This acceptance is made on behalf of all **guests** travelling on the **journey**. Note that the latest versions of both documents are available on our website. The first can be found here: <https://www.sampantravel.com/terms-conditions/>. The second can be found here: <https://www.sampantravel.com/privacy-policy/>. Sampan is not obliged to inform **guests** when either document is updated.

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 3).

If making payment by bank transfer, Sampan 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**.

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 the **country**, less-than-pristine foreign currency is liable to be rejected or be exchanged at a lower rate.

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. This includes special requests that might have been made (e.g. diet, a particular hotel room, a particular flight seat). Sampan will try to accommodate special requests, but if it is not explicitly written as included in the itinerary, then it is not guaranteed. If unsure, it is recommended that **guests** promptly raise the issue with their **travel consultant**.

Sampan 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 medical conditions 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 medical conditions, 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 medical conditions 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 6) will apply.

3) Amendments by guest

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

4) Amendments by Sampan *prior to the start of the journey*

After payment has been received, Sampan will make every effort to deliver the **journey** as outlined in the confirmed itinerary.

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

If Sampan 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 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, whereby that **major amendment** *was made in response* to either **force majeure** or the unusual and/or unforeseeable actions of a **supplier**, a refund will be offered but unrecoverable payments already made to suppliers will be deducted.

In the case of the **guest** cancelling the **booking** following a **major amendment** made by Sampan, 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.

If Sampan receives nothing from the **guest** in writing signalling their non-acceptance of the amended itinerary, Sampan 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 3).

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 6).

5) Amendments by Sampan *after* the start of the journey

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

If Sampan 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 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 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:

USD 15 x no. of remaining journey days x no. of guests
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Table 1

6) Cancellation by guest

The cancellation of a **booking** by **guests** must be made by email. Since Sampan 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 receives the notice of cancellation:

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

Table 2

Sampan will not make any refunds in the case of international flight cancellations or changes in the travel / entry policies and restrictions of any government. In such a case, Sampan will strive to make satisfactory amendments to the **booking** or postpone the **journey** in its entirety. Charges may apply. If the **guest** still wishes to cancel the **booking**, the charges outlined in *Table 2* shall apply.

If a guest is denied entry into the **country** by that country's immigration police, Sampan is not obliged to make any refunds or pay any compensation. Although Sampan will assist with the application of visas, ultimately it is the responsibility of the **guest** to ensure that they have the correct documentation and are eligible to enter the **country**.

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

7) Cancellation by Sampan

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).

If Sampan is forced to cancel a booking *in response* to **force majeure**, a refund will be offered but un-recoverable payments already made to suppliers will be deducted.

If Sampan cancels a booking *not in response* to **force majeure**, a full refund will be paid.

8) Guest's responsibility

It is the responsibility of the **guest** to check all travel documents (e.g. flight tickets) that Sampan sends to the guest and inform Sampan if there are any mistakes.

If in our opinion or that of our **suppliers** or other persons 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.

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 for these.

It is the **guest's** responsibility to ensure they do not break any local laws or regulations. Sampan will not take responsibility for any breach of local laws or regulations.

9) Sampan's responsibility

Sampan 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**.

Sampan 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 and

which Sampan has not arranged. However, when booking additional services independently of Sampan, the **guest's** contract is with that service provider and not Sampan. Sampan has no legal liability for anything that goes wrong with that service, even if the service has been recommended by Sampan, 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.

If Sampan 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 USD 250 per person. In the event that no insurance policy has been taken out, the maximum of USD 250 per person shall apply.

10) Complaints

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

Sampan will provide **guests** with all relevant and necessary contact details of Sampan 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 will do their best to rectify the situation swiftly. If **guests** wish to lodge a formal complaint, full details must be sent to Sampan via email within 30 days of the end of the **journey** i.e. the day of the last service. Sampan will do their best to investigate and reply to this formal complaint within 30 days of receipt of the formal complaint.

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