

# TERMS AND CONDITIONS

## BOOKING TERMS

**OPTION TERMS** we can hold your request of cabins for up to 30 days (15 days if the cruise departure date is between 120 to 60 days of the option request date; 7 days if it is between 59 to 30 days, no option after 30 days).

**DEPOSIT** After the option expiration date a 30% deposit is required to secure the booking

**PAYMENT TERMS** Final balance must be paid within 21 days prior to departure; payment failure may be treated as a cancellation and the below cancellation charges apply.

## CANCELLATION TERMS

The cancellation notice must be received in writing either by e-mail, fax or post only. It will be effective on the date of receipt.

Cancellation charges, per person, are based upon the date of cancellation as stated below:

### F.I.T. BOOKINGS (up to 4 Cabins)

- Up to 46 days prior to departure: no cancellation fee
- From 45-31 days prior to departure: 30% of the cancelled cabins amount
- From 30-21 days prior to departure: 50% of the cancelled cabins amount
- From 20 days and no show: 80% of the cancelled cabins amount

### GROUPS BOOKINGS (from 5 cabins or more)

- Up to 61 days prior to departure: no cancellation fee
- From 60-31 days prior to departure: 30% of the cancelled cabins amount
- From 30-21 days prior to departure: 50% of the cancelled cabins amount
- From 20 days and no show: 80% of the cancelled cabins amount

### GRAND VOYAGE OF CHINDWIN RIVER & "MYANMAR DAYS" THE BHAMO CRUISE

- Up to 91 days prior to departure: no cancellation fee
- From 89-60 days prior to departure: 30% of the cancelled cabins amount
- From 59-21 days prior to departure: 50% of the cancelled cabins amount
- From 20 days and no show: 80% of the cancelled cabins amount

# **PASSENGER TICKET CONTRACT**

## **IMPORTANT TERMS AND CONDITIONS OF THIS PASSENGER TICKET CONTRACT (the "Contract") ARE CONTAINED BELOW.**

PASSENGER HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

**IMPORTANT NOTICE TO PASSENGERS:** THIS CONTRACT IS A LEGALLY BINDING CONTRACT BETWEEN PASSENGER AND COMPANY. THIS CONTRACT CONTAINS CERTAIN LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS RESPECTING INJURY TO OR DEATH OF PASSENGER AND DAMAGE CLAIMS RELATING TO BAGGAGE. CERTAIN OTHER PERSONS AND ENTITIES, AS WELL AS THE VESSEL ITSELF, ARE ALSO GRANTED RIGHTS UNDER THIS TICKET CONTRACT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING THIS CONTRACT AND BOARDING THE VESSEL, PASSENGER AGREES TO ACCEPT AND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF, INCLUDING SPECIFICALLY THOSE REGARDING PASSENGER'S RIGHT TO SUE, GOVERNING LAW, FORUM AND JURISDICTION.

**NOTICE: SECTIONS 4, 5, 6, 7, 8, 9, 10, 12 CONTAIN IMPORTANT LIMITATIONS ON PASSENGER'S RIGHT TO ASSERT CLAIMS AGAINST COMPANY AND CERTAIN THIRD PARTIES.**

### **TERMS AND CONDITIONS OF THIS CONTRACT**

THE FOLLOWING TERMS AND CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN COMPANY AND PASSENGER. THIS IS A BINDING CONTRACT. Company enters into contracts of carriage, issues all Contracts, and accepts and carries Passenger and Baggage only on and subject to these Terms and Conditions. This Contract is an agreement between Passenger and Company, and their respective agents, servants and employees. Specifically, the limitations of liability contained herein are applicable to claims against all parties listed in the definition of "Company".

#### **1. DEFINITIONS:**

**"Baggage"** means all such Passenger baggage allowed on the Vessel pursuant to the terms of this Contract which is placed in Passenger's cabin, or which has been stored in the Vessel's baggage room, holds or safe against receipt therefore at the request of Passenger.

**"Company"** means Ayravata Cruises (Interconnection Co. Ltd), and its and their owners, operators and charterers, all affiliated companies including but not limited to, parent and or subsidiary entities and sales representatives and all employees of such individuals and companies.

**"Conventions"** means the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea, 1974, the International Convention on Limitation of Liability For Maritime Claims, 1976, and, where applicable, the Strasbourg Convention on the Limitation of Liability in Inland Navigation, 1988.

**"Passenger"** means every person named on the face of this Contract and/or traveling under this Contract or occupying the cabin designated on this Contract, including their heirs, successors in interest and personal representatives.

**"Contract"** means this entire Passenger Ticket Contract document including all its terms and conditions.

**"Vessel"** means any ship chartered or operated or provided by Company, whether owned, chartered, or operated by

Company or by third parties; on which Passenger may be traveling, or any ship substituted therefore, and its tenders or any other similar means of conveyance.

**2. NON-TRANSFERABILITY/BINDING EFFECT:** This Contract is valid only for Passenger or Passengers named herein for the date and Vessel indicated. It may not be sold or transferred. Passenger represents and warrants that s/he is duly authorized by and on behalf of all Passengers (including minor children) named on this Contract to agree to and to bind all such Passengers to such terms and conditions.

**3. EMBARKATION:** Passenger is required to be on board the Vessel at least 30 minutes before the initial scheduled departure time and any departure time subsequently announced during the cruise. At the time of embarkation Passenger is responsible for having received all medical inoculations necessary for the voyage. Company shall have no liability to Passenger whatsoever if Passenger is not on board prior to the Vessel's departure.

**4. BAGGAGE, VALUABLES AND OTHER POSSESSIONS:** All Baggage must be securely packed and distinctly labeled with Passenger's full name, the name of the Vessel, and the cabin number of Passenger and the sailing date of the Vessel. Under no circumstances, may dangerous articles such as firearms, explosives, oxygen or combustible substances, alcohol, drugs, illegal substances, or dangerous goods be taken aboard the Vessel. Any such item shall be surrendered to the Captain of the Vessel at embarkation, and may be disposed of in the sole discretion of the Captain.

Hand or unlocked luggage, breakables and valuables, including but not limited to jewelry, money, precious stones, securities, financial instruments and/or tickets, must be hand-carried by Passengers on and off the Vessel. Company shall not be responsible for loss or damage to such items.

**5. LIABILITY LIMITATIONS FOR LOSS OF AND/OR DAMAGE TO PROPERTY:** The total value of the Baggage, valuables and other personal belongings of a Passenger aboard the Vessel who does not deposit valuables for safekeeping, as described in this Contract, shall be deemed not to exceed the amount of US\$200 per Passenger and Company's liability, if any, for loss of or damage to such belongings is limited to a maximum of US\$200 per Passenger. Company provides safekeeping for valuables aboard the Vessel and encourages Passengers to deposit any jewelry or other valuables brought aboard the Vessel with the designated officer who will issue a receipt for such valuables. Company shall not be liable for any loss of or damage to money, jewelry, precious stones, securities, financial instruments, tickets or other valuables unless they have been delivered to the Ship Manager and a receipt issued. The value of articles delivered for safekeeping shall be deemed not to exceed US\$200 unless Company agrees in writing to a higher value for the articles at the time of delivery to the Ship Manager.

Unless specifically provided elsewhere in this Contract, Company shall have no liability for loss or damage to Baggage or personal effects. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Vessel or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, perils of the river, and other acts-of-God are not reimbursable. Settlements of reimbursable claims for lost belongings will be made on the basis of actual cash value (replacement cost less depreciation). Settlements of reimbursable claims for damaged items will be on the basis of cost of repair or actual cash value, whichever is less. No amount shall be paid in settlement of any claim without proof of the actual cash value or repair cost as appropriate arising from the loss or damage. Such proof must be sent to Company. Company liability must be proven before any settlement will be paid.

**6. ITINERARY/RIGHT TO CHANGE/DETENTION:** Company will make every reasonable effort to undertake the advertised and any other agreed and offered sailings but no sailings are guaranteed and sailings may be altered, delayed, amended, or cancelled subject to circumstances. If the performance of the proposed voyage is hindered or

prevented (or in the opinion of Company is likely to be hindered or prevented) by high or low water levels, docking difficulties, weather condition, breakdown of the Vessel, congestion, lock operational malfunction, or any other cause whatsoever or if Company considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the place of disembarkation may expose the Vessel to risk of loss or damage or to be likely to delay her, Passenger and his property may be landed at any place which Company or the Captain of the Vessel in his or her discretion may reasonably decide upon, at which place the responsibility of Company shall cease and this contract shall be deemed to have been fully performed, or if Passenger has not embarked, Company may cancel the proposed voyage and shall refund Passenger money or fares paid in advance. Company reserves the right at its sole option and discretion, without any liability for damages or refund, of any kind to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or lengthen any sailing, to omit or change ports of call, to arrange for substantially equivalent transportation by another vessel and/or by other means of transportation, including without limitation by coach or other land transportation alternatives, whether belonging to Company or not, and to cause Passenger to disembark from the Vessel temporarily or permanently. Company may for any reason whatsoever cancel any sailing or terminate the Contract at any time before departure of the Vessel, and in such event, Company's only liability will be to refund to Passenger the amount it has received for the Contract. For purposes of assisting other vessels or protecting life or property, the Captain of the Vessel has the right, at his or her sole discretion, to deviate from the Vessel's advertised or ordinary itinerary or route, to delay, advance or cancel any sailing, to omit or change any ports of call, to tow or to be towed, to transfer Passenger and Passenger's baggage to any other vessel and or other means of transportation whether belonging to Company or not, cause Passenger to disembark the Vessel temporarily or permanently, and Passenger shall have no claims against Company in such circumstances.

**7. HEALTH AND SECURITY/INDEMNIFICATION BY PASSENGER:** Access to the ship at certain river stations can be difficult, with steep and sometimes slippery river banks. Passenger represents and warrants that Passenger is physically and otherwise fit to travel; that s/he will at all times comply with Vessel's rules and regulations and orders and directions of the Vessel's officers and staff; that his/her conduct will not impair the safety of the Vessel or inconvenience other passengers.

Company and the Captain of the Vessel, without liability, at any time, may refuse to transport or may land any Passenger at any port or place, or transfer Passenger to other means of transportation, because of health or physical condition, mental disorder, failure to abide by Vessel regulations or other causes rendering Passenger unfit to travel on the Vessel.

If Passenger is refused passage or leaves the Vessel prior to the end of the cruise for any of the reasons described in this section or for other reasons including, but not limited to, personal, medical, or business reasons, Company will not be required to refund any portion of the Contract price, or be responsible for any of Passenger's cost.

Passenger hereby consents to a reasonable search being made of Passenger's person, baggage or other property, and to the removal and confiscation or destruction of any object which may, in the opinion of Company, impair the safety of the Vessel or inconvenience other Passengers.

Passenger shall indemnify Company for all penalties, fines, charges, losses or expenses incurred or imposed upon Company or the Vessel by virtue of any act or violation of law by Passenger.

**8. PASSENGER RESTRICTIONS:** Company does not discriminate against persons on the basis of disability. Company is unable to accommodate women past their sixth month of pregnancy and children less than six months of

age. Company may limit the number of Passengers less than three years of age aboard the Vessel. Any child under the age of eighteen must be accompanied by an adult over the age of twenty-one. If the accompanying adult is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian of the child and received by Company prior sailing. Passenger is required to advise Company in writing, at or prior to the time a cruise is booked, of any physical, emotional or mental condition which may require professional attention during the cruise. The Vessel is not able to accommodate wheelchairs. Passengers with mobility impairments must be accompanied by someone who is able to assist Passenger, on shore and on board the Vessel, and is responsible for providing Passenger all necessary aid and facilities. If any such condition arises after the cruise is booked, Passenger is required to advise Company in writing immediately. Company and all personnel aboard the Vessel shall have no liability to Passenger relating to such condition or its treatment.

**9. INDEPENDENT CONTRACTOR/SHORE TOURS/LIMIT OF LIABILITY:** Company makes no representations concerning and has no responsibility for tours, including, without limitation, shore excursions, hotels, restaurants and transportation, whether by vessel, air, rail, land or other means, not owned or operated by Company. Company shall have no obligation or liability of any kind to Passenger for acts or omissions in connection with or arising out of arrangements with independent contractors. Arrangements with independent contractors include, but are not limited to the following: (1) airline and surface transportation; (2) services or products available for Passenger's convenience aboard the Vessel; (2) services, products or transportation provided other than aboard the Vessel furnished by others, including without limitation, sight-seeing tours, pre-cruise and post-cruise tours, excursions, shore trips and tender service, whether arranged or organized by tour operators, travel agents or Company. The Passenger's agreements with independent contractors are not covered by this Contract and shall be subject to the terms and conditions of Passenger's agreements with such carriers and independent contractors, whether or not any products sold, services tendered or transportation provided to Passenger is arranged directly or through Company. Passenger agrees that all rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Contract applicable to Company or the Vessel, shall in all respects inure also for the benefit of any servant, agent or independent contractor of Company acting in the course of or in connection with their employment so that in no circumstances shall any such servant, agent or independent contractor, as the result of so acting, be under any liability to any such Passenger different from that of Company.

**10. NO LIABILITY FOR MEDICAL TREATMENT:** No staff doctors or nurses are employed by Company on the Vessel. If Passenger requires medical attention during the trip, medical services will be provided at local facilities. Passenger shall be responsible for all costs and expenses of medical services, treatment and medications. Company shall have no liability whatsoever for any costs incurred in connection with medical services, or for the quality of care Passenger receives. Passenger consents to treatment by medical professionals designated by Company, if Passenger is unable to request or authorize medical treatment and, in the opinion of the Ship Manager, medical attention is necessary, solely at the expense of Passenger and without liability to Company.

**11. PAYMENT BY PASSENGER AND EXTRA EXPENSES:** Any and all payments by Passenger to Company shall be made in currency of the United States of America or such other currency acceptable to Company. All charges for services and products provided on board the Vessel must be settled in cash or charged (via credit card acceptable to Company) before Passenger's final disembarkation from the Vessel. Any other expenses incurred by Passenger or by Company on behalf of Passenger shall be payable by Passenger on demand.

**12. LIABILITY LIMITATION FOR LOSS OF LIFE OR BODILY INJURY:** If Passenger is injured, becomes ill, or dies, or Passenger's property is lost or damaged, or Passenger and/or his/her property is delayed, Company will not be

liable to Passenger for any damages unless the occurrence was due to the negligence of Company or willful fault. Company disclaims liability to Passenger under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to Passenger caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Vessel; (ii) the result of Passenger having been at actual risk of physical injury, and such risk was caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the Vessel; or (iii) intentionally inflicted by a crewmember or the manager, agent, master, owner or operator of the Vessel. In no event will Company be liable to Passenger for consequential, incidental, exemplary or punitive damages.

In addition to all of the restrictions and exemptions from liability provided in this Contract, the liability of Company for the death of or personal injury (including emotional distress or injury) to a Passenger shall in no event exceed the monetary limitations set forth in Article 7 of the Athens Convention. Nothing in this Contract is intended nor shall operate to limit or deprive Company of any such statutory limitation of or exoneration from liability, or of the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability including but not limited to the 1976 Convention.

**13. FORCE MAJEURE:** Company shall not be liable in any way to Passenger for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for Company's failure to commence, perform and/or complete any duty owed to Passenger if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act-of-God, war or war-like operations, terrorist activities, civil commotions, labor difficulties, whether or not Company is a party thereto, interference by authorities, requisitioning of the Vessel, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Vessel, explosion, breakdown or failure of or damage to the Vessel or its hull, machineries or fittings, weather conditions, high or low water levels, lock malfunction, that may arise or be caused by, riots, insurrection and government restraint, fire, or any other cause whatsoever beyond the reasonable control of Company.

**14. CHOICE OF LAW AND FORUM:** This Contract applies to claim suits and litigation of any kind whether against Company in person or the Vessel. This Contract is issued at Yangon, Myanmar. Subject always to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, the International Convention on Limitation of Liability For Maritime Claims, 1976, the Strasbourg Agreement on Liability Limitations for Inland Shipping of 4 November 1998 and such other international agreements and conventions as may apply, all questions arising on this Contract shall be decided according to the laws of Myanmar, excluding the rules of conflicts of laws. Where the Athens Convention or any law applies mandatorily, venue shall lie before any court sanctioned by that Convention or law. In all other cases, Company and Passenger agree to submit to the jurisdiction of the Civil Court in Yangon, Myanmar in any dispute arising out of, or in connection with, this Contract or these Terms and Conditions, the ownership and/or operation of Vessel, to the exclusion of the jurisdiction of the courts of any other country. Passenger hereby waives any venue or other objection that may be available to any such action or proceeding being brought in said court.

**15. INTERPRETATION:** Should any provisions of this Contract be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from this Contract and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The heading of this Contract are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the

female, and references to the singular shall include the plural and vice-versa.

**16. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED:** ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT. COMPANY SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

**17. WRITTEN NOTICES:** Except as otherwise expressly provided in this Contract, all written notice required by this Contract must be mailed to

AYRAVATA CRUISES

110, 38th Street, Kyauktada Township, Yangon, Myanmar

**18. ENTIRE AGREEMENT:** THE PROVISIONS OF THIS TICKET/ CONTRACT REPRESENT THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN PASSENGER AND COMPANY. PASSENGER'S ACCEPTANCE OF THIS CONTRACT CONSTITUTES PASSENGER'S CONSENT TO THESE PROVISIONS. THESE PROVISIONS SUPERSEDE ANY ORAL OR WRITTEN REPRESENTATIONS. ANY CHANGE IN THESE PROVISIONS MUST BE IN WRITING AND SIGNED BY THE PRESIDENT OF COMPANY AND MAY REQUIRE A COMMENSURATE INCREASE IN FARE.