

Booking Conditions

It is highly recommended that you take the time to read and understand the conditions of booking set out below to ensure that you understand the itinerary and the trip you are undertaking. Once Koonapa Traveler accepts your booking by confirmation thereof a contract is made between Koonapa Traveler and you upon these terms and conditions.

Our Responsibility

1. The Contract

All bookings are made with Koonapa Traveler (Thailand) Co., Ltd. (Tourism Authority of Thailand License Number #11/04834). By booking a trip with us, you are agreeing to these booking Conditions, which constitutes the entire agreement between you and us, and your booking will be accepted by us on this basis.

2. Price Guarantee

Tour prices that we advertise are based on costs, charges, taxes, rates, fees, and exchange rate as of 1st September, 2014. No surcharges in respect of cost or currency fluctuations will be made once payment has been received. The guarantee does not apply to any taxes, charges, or levies imposed by any government or their agencies. No refund will be made if costs are reduced. Prices are per person and are in American Dollars unless otherwise specified.

3. Cancellations or Modification by Koonapa Traveler

3.1 Koonapa Traveler reserves the right to change or cancel your booking in accordance with operating requirements or circumstances beyond our control such as terrorism, natural disasters, political instability, war or threat of war, closure of airports, epidemic or health risk, Acts of God, or other similar external events.

3.2 If we cancel your trip, you can transfer amounts paid to an alternate departure date or alternatively receive a full refund. If the cancellation is due to external events outside our reasonable control, refunds will be less than the full refund to cover any unrecoverable costs.

3.3 We are not responsible for any other travel arrangements affected due to our cancellations or rescheduling of any tour departure such as visas, vaccinations or non-refundable flights.

3.4 We reserve the right to change the trip itinerary before and after departure. If we make a major change we will inform you as soon as reasonably possible, if time is permitted.

3.5 When a major change is made, you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip, or accepting an alternative tour offered.

3.6 The additional cost of any necessary itinerary modifications will be covered by you. You will also be agreeing to carry emergency funds to be used in such circumstances.

4. Vacation Details and Conditions

4.1 The information in our trip materials is correct to the best of our knowledge at the time of going to publish (September 1, 2014), but we cannot guarantee that any item or amenity mentioned will be available especially where we have no direct control over it.

4.2 Koonapa Traveler will do our best, at our discretion, to select accommodations, sightseeing tours and transportations to give you good value for money.

4.3 Koonapa Traveler reserves the right to vary itineraries and to substitute hotels to improve our tour itineraries and features. We are not, however, responsible for any other travel arrangements affected due to our cancellations or modifications.

5. Errors & Omissions

We cannot be held responsible for any error, omission, or unintentional misrepresentation that may occur, though we made an attempt done with great effort to verify the accuracy of statements made in our trip documentations.

6. Liability

6.1 Koonapa Traveler (Thailand) Co., Ltd. shall, on the receipt of any monies, hold such monies for you until the booking is confirmed. All such monies received by us will be deposited as required by law.

6.2 We will be entitled to keep any interest earned on such monies in our account.

6.3 All monies paid by you to us, whether in respect of the deposit or full payment, may be disbursed by us when we see fit, in respect of the services to be provided and/or fees payable under your selected trip. The payment of a deposit or any other monies in respect of your trip shall be deemed to be an authorization for disbursement as mentioned above.

6.4 We contract with a network of companies, government agencies, and individuals to assist in the running of our trips as third-party agents. We are not therefore responsible for the acts and omissions of these third parties.

6.5 To the fullest extent permitted by law:

- Any liability for any loss, death, injury, or damage that you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded.
- You release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip

6.6 To the degree an Implied Warranty cannot be excluded, our liability in respect of the Implied warranty is limited to: (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us, from you, in connection with your booking. Any claim by you is excluded to the degree that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

7. Inclusions

The land package price of your trip includes:

- All accommodation as listed in the Trip Notes
- Local group transport as listed in the Trip Notes
- Sightseeing and meals as listed in the Trip Notes
- The service of a local tour guide as described in the Trip Notes

8. Exclusion and Optional Activities

The land package price of your trip does not include:

- International or internal flights unless specifies in the Trip Notes
- Airport transfers, taxes, and excess baggage
- Meals and beverages other than those specifies in the Trip Notes
- Visa and passport fees
- Travel insurance
- Optional activities, laundry, phone calls, special needs and service required by handicapped clients, and all personal expenses

9. Privacy Policy

9.1 Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers, or other suppliers to enable us to operate the trip. If you don't want to receive marketing materials, or if you want a copy of the personal information we hold about you, please write/email to us.

9.2 We may also use the personal information you provide us to review and improve the tours and services that we offer.

9.4 We will not share your personal information with any third parties that are not related to Koonapa Traveler.

9.5 We will treat your personal details in accordance with our privacy policy (available for viewing on our website).

10. Authority on Tour

Our group trips are run by one or more local tour guide(s). The decision of the tour guides are final on

all matters associated with the safety or well-being of any person participating in the trip. If you fail to comply, or interfere, with a decision made by a tour guide, we reserve the right to direct you to leave the trip immediately, with no right of refund. We may also decide not to carry you on any future trips booked.

Your Responsibility

1. Booking and Deposit Requirement

1.1 You are required to pay a non-refundable deposit of \$150 USD per person per tour for your booking to be confirmed.

1.2 The first deposit of \$150 USD secures a spot for you on the specific tour date you have selected.

1.3 Acceptance of your booking will be confirmed by us in writing. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due on the first day of your trip. If this balance is not paid on the due date we reserve the right to treat your booking as cancelled.

1.4 Any special meal requirements will be made on a request basis only. Koonapa Traveler cannot guarantee special meal requests nor will it assume any responsibility or liability if clients' special meal requirements are not fulfilled.

1.5 Travel documents and instructions for joining your tour will be sent to you no later than 14 days before departure (on the basis that full payment and initial deposit is paid).

2. Booking Amendment

2.1 If after your booking has been confirmed, you wish to change your trip, transfer from one trip to another, or transfer to a third party, you must notify us at least 14 days before the proposed departure date. A fee of \$60 per person per change will apply (in addition to the differences of the two tours).

2.2 Transfer to a third party is only authorized where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current availability of the tour.

2.3 If you notify us less than 14 days prior to the proposed departure date, the refund policy is applicable to cancellations will apply.

3. Paying the Balance

3.1 The balance of the tour price must be paid on the first day of your trip, which shall also be served as the due date stated on the confirmation issued to you by Koonapa Traveler.

3.2 If payment isn't made by the due date, Koonapa Traveler may assume that you have cancelled and the company will impose cancellation charges, in accordance with clause 4 below.

3.3 Travel documents and/or other documents won't be forwarded until we have received the full payment, or initial deposit.

3.4 In the case of late booking made within 1 month of the scheduled departure date, we reserve the right to provide all travel documents at the vacation departure point.

3.5 Koonapa Traveler reserves the right to cancel the booking and apply cancellation charges should payments not be received within the specified periods.

3.6 Your authorization to use your Credit Card number for deposit and/or final payment indicates your compliance with our booking conditions, whether or not you have actually signed the appropriate draft.

4. Cancellation by the Traveller

4.1 If you cancel, your deposit (\$150USD) will not be refunded nor can it be credited to any other booking.

4.2 If you cancel some or all portions of your booking, cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip, we will retain the non-refundable deposit.

5. Vacation Details and Condition

5.1 No refund can be made for meals, accommodation, excursions, etc. that you choose not to take, or when museums, shops, waterfalls and etc. are closed. Hotel facilities may vary from place to place, as well as meal style. Koonapa Traveler staff will do our best to accommodate customers with special dietary needs or food allergies. We cannot, however, guarantee that all restaurants, accommodations will be able to fulfill their special requests.

5.2 The Company strives to provide a safe and enjoyable travel experience for all customers. We also welcome customers with special needs or disabilities. However, please note the following:

- Customers are required to advise Koonapa Traveler, in advance, of any physical, medical, or other special needs that require accommodation
- All guests must ensure they are medically and physically fit for travel. We may impose safety requirements necessary for the safe operation of the tour. We may also exclude an individual from participating in a tour or an activity if that individual's participation poses a direct threat to health or safety
- We do not provide personal devices (such as wheelchairs, prescription eye glasses, and etc.), or services of a personal nature (such as pushing a wheel chair, assisting with luggage, and etc.). A companion capable of

providing such assistance must accompany the customer who requires services of a personal nature

- We do not employ medical personnel. Any necessary medical attention will be provided by a local facility at the customer's expense. We are also not responsible for any losses or costs incurred as a result of medical service obtained while on tour, or for the quality of the care or service received.
- We may, in our sole discretion, decline the booking of any passenger or remove any passenger who cannot comply or refuses to comply our terms and conditions. Customers agree not to hold Koonapa Traveler Co., Ltd. for any actions taken under these terms and conditions.

5.3 The customers are responsible for all travel arrangement and costs to/from the point of commencement/conclusion of the vacation.

5.4 The customers are responsible for any costs incurred as a result of damage or excess cleaning fees related to your accommodation. The customers are advised to report any pre-existing damage in your room to hotel or a Koonapa Traveler staff as soon as it is discovered.

5.5 If you have a complaint in respect of the tour, you should inform the Koonapa Traveler Tour Manager or Representatives during the course of the tour, and if the matter cannot be resolved after the representative's best attempt to do so during the vacation, your complaint should be made in writing to Koonapa Traveler as soon as reasonable possible, but within 30 days of the end of the tour. Any claims made after the 30-day period will not be considered by Koonapa Traveler. If you choose to write to Koonapa Traveler via e-mail, please provide your name, home address, phone number, and confirmation number so that we are able to reply to you in writing.

5.6 If you are unsuccessful in any legal action against us, you agree to pay all our costs, including attorney/client costs.

5.7 Every traveler of Koonapa Traveler is required to fill out and sign a satisfaction form at the end of the trip.

6. Travel Insurance

Travel Insurance is compulsory for all travelers of Koonapa Traveler. Your travel insurance must provide cover against personal accident, death, medical expenses, and emergency repatriation. We also strongly recommend it covers cancellation, personal liability, and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your trip. We cannot be held responsible for your failure to take out

appropriate insurance. You also agree to indemnify us against all third-party claims, actions, damages, and remedies that may be brought against us in respect of your participation of the tour.

7. Passport and Visas

You must carry a valid passport and have obtained all the appropriate visas, permits, and certificates for the countries in which you will be visiting during your trip with us. It is your responsibility to ensure that you are in possession of the correct visas, permits, and certificates for your trip. We will not be responsible if you are refused entry to a country because of lack of the correct documents. We will also not be responsible if you are caught doing activities without the legal documents.

8. Acceptance of Risk

8.1 You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the cultural, political, and geographical environments may present danger and physically challenging that are greater than those present in your daily life. It is also your responsibility to educate yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information, and you accept that you assume the personal risks attendant upon such travel.

8.2 You should be aware that our tour may include rough terrain, extensive walking over cobblestone streets, uneven pavement, steps and location and over night accommodations that may not be easily accessible or accessible by wheelchair. During the tour, Koonapa Traveler may make arrangements with third parties such as carriers, hotels, and other independent suppliers to provide travel services. These third parties are independent of which Koonapa Traveler has no control over. Koonapa Traveler cannot guarantee disability access or accommodations for customers traveling on the tour.

8.3 Customers are required to carry their own luggage to the coach, the rooms, and for far distance/up many flights of stairs with no assistance.

9. Illnesses or Absenteeism

In the event of your withdrawal from a vacation after the commencement as a result of your illness, you must obtain a medical certificate in support of any insurance claim. Full refund will not be made for any absence from the tour.

10. Age

For majority of our trips, the minimum age for children is 18. All travelers under the age of 18 must be accompanied by an adult, who is responsible for the child's day-to-day care. We have no upper age limit though we remind you that our trips are designed specially for age 18-25, and they can also be

physically demanding and a Self-Assessment form is required to be completed and submitted to us for all customers age 60 and over.

11. Photos & Marketing

You consent to us using images and films of you taken during the trip for advertising and promotional purposes in any advertisement we choose. You grant us a permanent, royalty-free, worldwide, and irrevocable license to use such images for publicity and promotional purposes.

General

1. Contracting Parties

1.1 The Booking Conditions detailed in this document contains the entire contract between you and Koonapa Traveler. No representation, term, warranty, or condition can be implied by reference to any other writing, advertisement, or conversation. This contract may only be varied in writing by a duly authorized officer or director of Koonapa Traveler.

1.2 Koonapa Traveler is not a carrier or hotelier nor does it own aircraft, hotels or coaches. All booking with carriers, hoteliers and other service providers are subject to the terms and conditions and limitations of liability imposed by those carriers, hoteliers, and other service providers. While we cannot accept any responsibility for any loss as a result of such actions or as a result of any act or omission of any such third parties, we will give every reasonable assistance in helping to resolve any reasonable dispute. Please also note that Koonapa Traveler cannot be held responsible for the failure of any of these parties to provide facilities or service for handicapped clients.

1.3 Please note that no companies, airlines, or carrier depicted or recommended on our website represent themselves either as contracting with any purchaser of a vacation from Koonapa Traveler or as having any other legal relationship with any such purchaser

1.4 Every effort is made to ensure our trip material accuracy at the time of going to publish. However, Koonapa Traveler cannot be held responsible for printing or typographical errors, or errors arising from unforeseen conditions.

1.5 Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time passengers are not on board planes or transportation. We rely on international conventions, national and international law, which may apply to the services provided by us, our suppliers or agents with respect to any claim of any nature brought by you against us as a result of the provision of those services. International laws that apply may include: the Paris Convention 1962 for Hotels, the Warsaw Convention 1929 for air travel, the Berne Convention for rail travel, and the Geneva Convention for carriage by road. We have all benefit of these

conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to passengers and luggage. Enrolment for a tour shall constitute agreement and acceptance by the customer of the terms and conditions set forth in our trip writing material which cannot be varied except in writing by an officer of the Company.

2. Applicable Law

The laws of Bangkok, Thailand, govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Bangkok, Thailand.

3. Registered Address

Koonapa Traveler (Thailand) Co., Ltd.
29/42 – 44 2F Rama 9Rd. Huay Kwang
Bangkok Siam Condo Tower
Thailand 10310