

GET - BOOKING CONDITIONS

The contract: Please read these booking conditions carefully and make sure you have understood them as well as the itinerary and style of the trip you are booking. In completing and submitting the booking form, you agree to these conditions which constitute the agreement between Green Elephant Travel (GET) and the client. No person other than a director of GET has the authority to modify these booking conditions.

Booking: Booking is in effect when GET accepts your completed booking form and payment of the non-refundable deposit or full-payment. Acceptance of your booking will be confirmed in writing to you or your travel agent, and a contract comes into existence on the date shown on your confirmation letter or email.

Payment: Bookings made less than 42 days prior to departure must be paid for in full at the time of booking. A 2% surcharge will be levied if the final balance / full payment is made by credit card for total amounts of US\$1000 and above. However, if you are booking more than 42 days prior to the scheduled date of departure you will need to send 20% of the total cost of the trip as deposit, but in minimum US\$100, where 20% of the full total cost of the trip is less than US\$100. If the full tour price is not paid 42 days before departure, your booking may be cancelled without notice and the cancellation charges set out in conditions of cancellation will be applicable.

Local payment: On the first day of your trip, a local payment in the specified currency will be collected by your tour leader. It must be paid in cash, with new clean notes preferably in large denominations. The local payment is the final part of your overall tour cost and you will not be allowed to join the tour until the completion of the tour payment. Please note that the local payment is non-refundable. This local payment helps us to keep very low prices elsewhere.

Prices and Validity: Prices advertised in the website are valid until 31 of December 2008, prices for 2009 departure are preliminary and are subject to change. Package prices are based on ground costs, exchange rates and assumptions made at the time of publication. GET tries its utmost not to increase tour prices, however sometimes increases are outside our control, therefore, we reserve the right to modify tour prices at any time before and including the departure date for reasons such as fluctuations in exchange rates, fuel costs or increases in ground operator service fees. Any increase in tour prices must be paid prior to the departure date. If any surcharge is imposed which exceeds 10% of the tour cost, you have the right to cancel your booking within 7 days of the notification of the surcharge and we will refund any money paid to us, except any unrecoverable costs such as (but not limited to) bank transfer.

Cancellations: If you wish to cancel your booking, notification of cancellation must be made to GET in writing. The date of the cancellation is the date on which GET receives written notification. It is your responsibility to ensure that notification is received by us. You will be liable to pay cancellation charges - based on hotel and transportation contract policies, administration fees and tour guide booking - These fees apply as follows, per person:

Number of days before departure when we receive your cancellation	Charge as percentage of your booking tour price or deposit, whichever is greater
42 days or more	Loss of deposit
41-35 days	25%
34-28 days	50%
27-15 days	75%
14 days or less	100%

Transferring a booking : If you are able to transfer your booking to another person, provided they meet all the requirements relating to the trip, a transfer fee of US\$100 is payable. You may transfer to another tour (which departs within 12 months of the original departure date) provided you notify GET in writing. Any change will incur a US\$100 administration fee and is subject to availability. If the holiday you transfer to is more expensive than the one you originally booked, an additional deposit may be required. If you subsequently cancel the holiday to which you have transferred, we will retain your full original deposit and transfer fee. No amendments are permitted to your booking within 10 days of departure.

Cancellation by GET : We will not cancel your tour unless we are forced to do so by circumstances beyond our control "force majeure" - such as (but not limited to) war, threat of war, riot, civil strife, industrial dispute, unavoidable technical problems

with transport, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, sickness, quarantine - or because the minimum number of bookings needed to operate the tour have not been reached. With any form of cancellation, GET will offer you alternative arrangements, and if the price of your alternative booking is of lower value than the original booking we will refund you the difference. If the alternative tour chosen is of a higher value then you will pay the difference in price. If due to "force majeure" or governmental travel warning or advice, GET reserves the right to cancel a departure at any time and conditions of refund applies as mentioned in the conditions of cancellation, your travel insurance may compensate you depending on the circumstances. If due to insufficient numbers of participants GET will not cancel your tour less than 14 days prior the date of departure and if you do not accept alternative arrangements we will refund all payments you have made to GET except any unrecoverable costs such as (but not limited to) bank transfer. GET is not liable for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations, flights etc...

Change to your trip: You acknowledge that travelling with GET requires a degree of flexibility, an open mind, and an understanding that the itinerary, accommodation and modes of transport are subject to change without prior notice, even after a tour's commencement, due to local circumstances. Changes in itinerary may be caused by "force majeure", poor road conditions, weather, availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond GET's control or which simply cannot be foreseen. If any such change necessitates additional costs (including accommodation or ground transportation, flights in extreme case) to be charged, you agree that you will pay these additional costs as required by GET. GET does not accept any responsibility for delays or compensation resulting from circumstances beyond its control. You are aware that information about trips given in our website and the trip notes are also subject to change.

Authority of the leader: While travelling with GET, you agree to accept the authority of the leader, who represents GET, and local operator at all times. You are aware that travel within a group may involve compromise to accommodate the diverse needs/desires and physical abilities of other group members. Be aware that illegal use of drugs, use of prostitutes and racist behaviour toward people in the group or local people is not tolerated. If you commit any illegal act when on tour or if in the opinion of the leader your behaviour is causing or likely to cause danger, distress or annoyance to others, the leader reserves the right to terminate your travel arrangements and order you to leave the tour immediately with no right of refund and without any liability on our part.

Insurance: Travel Insurance is compulsory. You have to be covered, at least, for accidents, injury, illness and fatality medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability. Your travel insurance must be valid for the entire duration of the tour. Please bring a copy of your travel insurance policy as well as the insurance company's 24 hour emergency contact number to give to your tour leader in case of illness. If you join the holiday without adequate insurance, you may not be allowed to continue on the holiday, with no right of refund. Please, be sure to be able to present the appropriate documents during the group meeting on the first day of your trip. Note that Green Elephant Travel is unable to accept insurance provided by a credit card issuer. You are also strongly advised to be covered for cancellation, curtailment and loss of luggage and personal effects, as Green Elephant Travel shall not be held liable.

Travel documents: Any information or advice provided by GET on matters such as permits, visas, vaccination, climate, clothing, baggage, special equipment, etc... is given in good faith but without liability on our part. It is entirely your responsibility to obtain the relevant medical advice and vaccinations and to ensure you have all the necessary travel documentation required for the holiday.

Health : Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must advise us in writing at the time of booking, giving full details, and make arrangements for the provision of any medication or other treatment which may be required during the holiday. If we feel unable to accommodate your specific needs, we must reserve the right to decline/cancel your booking and refund the money paid by you, except any unrecoverable costs. Failure to inform us of any pre-existing medical condition and/or

disability that might be expected to affect your conduct on the trip and the enjoyment of other trip members constitutes a breach of the booking conditions and result in such a person being excluded from the trip with no right of refund. In such occurrence, GET will do its utmost to find alternative arrangements which suit your condition, within the limit of the total amount still available, but we cannot guarantee it will be possible.

Age & Fitness: All GET travellers are expected to be satisfied themselves, prior to booking, that they are fit and able to complete the itinerary of their chosen holiday as described in the trip notes. We have trips for travellers of all ages and take travellers from 12 to 80 years old (apart from on independent, family and green path trips, see below). Minors (under 18 years old) must be accompanied by a parent or an adult who accepts full responsibility for them. GET accepts in maximum 2 minors per adult. Be aware that there will be no modification of the itinerary because of the presence of your children and they will be treated similar to an adult by the group leader. In independent and family trips, there is no minimum age but it is recommended that you ask our advice to determine what is suitable and what is not according to the ages of your children before booking. In Green Path trips, the minimum age is 16 years. Persons over sixty years of age may be asked to provide medical evidence of fitness to travel on certain itineraries.

Complaints: If you have any complaints about your trip, you must make it known at the earliest opportunity to your tour leader so that s/he is able to take appropriate action. If you are not satisfied with our response to your complaint and you feel your enjoyment of the tour will be significantly altered, you should contact our office in Siem Reap to discuss how we might best resolve the problem. If your complaint still remains not satisfactorily resolved and you wish to pursue the matter on return from your tour, you must notify us in writing within 30 days of your return. We will not be liable in relation to any complaint or problem if you fail to notify the GET agent or representative during the tour.

Liability: In no event will GET be liable for amounts in excess of the amount paid to it, nor will it be liable for any consequential indirect or incidental damages arising from this agreement. GET purchases transportation, hotel accommodation, restaurant and other services from independent suppliers not under our control. We serve only as agents for these suppliers in securing tour arrangements, and therefore will not accept the responsibility or liability for wrongful, negligent, or arbitrary acts of these independent contractors, their employees, agents, servants or representatives. GET is not liable for any loss, damage, expense, fatality, injury, accident or delay that may be caused by events which is beyond our control or events that even with all due care we cannot foresee or avoid, including without limitation, force majeure, strikes, the defect of any vehicle, or negligence or default of any third party. All coupons, receipts and conditions are specified by the independent suppliers. Any independent arrangements that you make which are not part of the trip are entirely at your own risk. GET will not accept responsibility or liability if you contravene any law or regulation of any country or region visited. GET reserves the right to take photographs & films of passengers while on tour to be used for brochures advertising or publicity material without obtaining any further consent from the passenger.

Warning: Please be assured that GET will always do its utmost to provide you with services that ensure your safety and well-being when on tour. Therefore, you must be aware that GET operates trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home. Your booking is accepted on the understanding that you realise the hazards involved in this kind of trip, including fatality, injury, disease, loss or damage to property, inconvenience and discomfort. You must allow for a certain degree of flexibility on the tours, in itineraries, activities, accommodation and transportation. By signing our booking form, you acknowledge that you have read and understood all the conditions hereunder, that you accept the risks and obligations mentioned on these conditions and fully assume them and release GET from any liabilities connected to these risks to the maximum extent permitted by law.

This contract and all matters arising from it shall be governed by and construed in accordance with the law enforced in the Kingdom of Cambodia and each party agrees to submit to the exclusive jurisdiction of the courts of the Kingdom of Cambodia as regards to any claim or matter arising from this contract.