

**Web:** www.realisticasia.com **Mob:** (+84) 914 333 681

## **Realistic Asia Terms and Conditions**

These terms and conditions will guide you through the process of obtaining services from Realistic Asia and explain your rights and obligations. Please read these Terms and Conditions carefully, ask us any questions, and consult your attorney if needed before you agree to be bound by them.

By confirming a booking with us, you acknowledge that you have read, understood, and agreed to these Terms & Conditions. Your payment of the deposit or full amount constitutes acceptance of these terms on behalf of all Travelers included in the booking.

The terms "Service" or "Services" as used in these Terms and Conditions encompass: travel planning and consultation, domestic and regional airfare, passage on cruises, charters, river boats, yachts, and other water vessels, ground transportation, concierge services, hotel rooms, resorts, camps, or other lodgings, tours, transfers, leisure or adventure activities, expeditions, and any other travel or travel related products offered, sold, or provided by Realistic Asia.

#### **ELIGIBILITY**

Travelers must be over the age of 18 to purchase Realistic Asia's services. Parents or legal guardians must accompany children under 18.

#### PRICES AND PAYMENTS

The prices quoted in the Trip Proposal are for your information only and have not been booked yet. The quotation is based on the suggested hotel and room categories, and the price is subject to change due to availability and fluctuations in airfare or hotel rooms upon the booking.

Unless otherwise stated in the description of the Trip Proposal, the following will NOT be included as part of the advertised price:

- Items of a personal nature such as incidentals and laundry;
- Excess baggage charges;



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- Costs of Passports or Visas;
- Single room supplement;
- Travel insurance including health, accidents, lost baggage and trip cancellation;
  - Tips and gratuities;
- Transaction fees (any bank or credit card fees related to the payment for the services);
- Any other activities or items not explicitly advertised as included in the price of a Trip in the description.

## REALISTIC ASIA accepts payments by:

- International credit cards including American Express, Visa and MasterCard.
- Wire transfers.

### **CHILDREN POLICY**

The rate for children is applicable for a child sharing a room or cabin with two adults:

- For infants (<02 years old): 10% adult rate
- 02 11 years old: 85% adult rate.
- Children from 12 years old and above will pay as adults.

Air tickets: Based on each airline's policy, the price for children will be applied at the time of booking.

If you have more than one child, please kindly contact us directly to get a quote.



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#### **RESERVATION OF SERVICES**

You will be required to pay a deposit when booking with Realistic Asia. The deposit will be 20% of the full payment. Final payment is required no later than 45-60 days before departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

## **CANCELLATIONS AND ALTERATIONS POLICIES**

We deeply regret your decision to cancel your trip booked with us, however, we realize that there are many reasons for this event

In the event of cancellation, we will refund any payment made to Realistic Asia given that a cancellation fee is applicable

The cancellation fee will be calculated as follows:

- More than 60 days prior to arrival date: 10% cancellation charge + airfare cancellation fees.
  - 30 59 days prior to arrival date: 20% + airfare cancellation fees.
  - 29 15 days prior to arrival date: 40% + airfare cancellation fees.
  - 14 8 days prior to arrival date: 80% + airfare cancellation fees.
- 7 days prior to arrival date: 100 % (that all the flight tickets in the package are non-refundable.)
  - No show: 100% (that all the flight tickets in the package are non-refundable.)

Please note: that the domestic flight tickets in the package are non-refundable.

Any interrupted or shortened stay, or any Service not actually used by you, for whatever reason (for example if you fail to arrive in time to enjoy the Services or decide to skip the sightseeing, etc.) does not entitle you to a refund.



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CHANGES AFTER PURCHASE: All changes made to the booking after purchase are restricted and are subject to availability. Generally, alterations, whatever their nature, are treated as a cancellation followed by a new booking, involving the relevant cancellation charges. These charges will be added to any costs charged by the Supplier, of which you will be informed before the alteration is made.

Realistic Asia reserves the right to modify the itinerary of the tour if air schedule or surface transportation changes, and/or events beyond its control make such alteration necessary. In this event, any increase or reduction of the tour cost will be calculated and charged accordingly.

#### ISSUING TRAVEL DOCUMENTS

After receiving the deposit, we send the Confirmation Voucher within 48 hours after the deposit receipt. This Confirmation Voucher serves as the formal agreement between the Traveller and Realistic Asia, outlining the agreed-upon services, terms, and conditions. By accepting the confirmation voucher, the Traveller acknowledges and agrees to abide by these Terms & Conditions.

The final documents for the trip including the domestic airfare will be sent after the full payment and in a time frame of 15-30 days before the arrival.

If a Traveler provides incorrect information, Realistic Asia does not assume any liability if the Trip is adversely affected or made impossible by the non-receipt of travel documents.

#### **INSURANCE**

Realistic Asia strongly recommends that all Travellers purchase some form of Travel, Cancellation, Lost Baggage and/or Medical Emergency Insurance for the trip. It is your responsibility to understand the limitations of the insurance coverage and purchase additional insurance as needed. It is your sole responsibility to research, evaluate and purchase appropriate coverage. Realistic Asia is not responsible for any uninsured losses.

# PASSPORTS, VISAS, HEALTH REQUIREMENTS, AND TRAVEL RISKS



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It is your responsibility to verify you have all the necessary visas, passport, and other required documents for travel. A passport valid until at least six (6) months beyond the scheduled end of the itinerary is required for all people travelling to our destinations.

Your travel advisor may assist you in applying for the necessary travel documentation upon request. Realistic Asia accepts no responsibility whatsoever for the failure of clients to obtain appropriate documentation.

You must carefully observe all applicable formalities and ensure that the surnames and forenames used for all passengers when making a booking and appearing in your travel documents (travel tickets, vouchers, etc.), correspond exactly with those appearing on your passport, visas, etc.

You should take into account all international travel risks and familiarize yourself with health requirements applicable to the areas you intend to visit. The Traveller is solely responsible for checking the safety and security conditions, vaccination, and other health requirements of governments in countries visited or transited.

Some Realistic Asia tour packages include activities which require special precaution. Such activities include boarding and going ashore by boat, climbing hills, entering/exiting tombs and caves, etc. You will receive help and advice from our representatives, but all activities are undertaken at your own risk. Realistic Asia, its employees and agents cannot be responsible for any action or event that occurs after set employees and agents have exercised their duty and taken the necessary measures.

#### LOCAL CUSTOMS AND LAWS

You should check the local customs rules and regulations. Realistic Asia is not responsible for the client's failure to comply with customs regulations.

All Travelers must obey the local laws and regulations of the countries they visit on their Trip. Realistic Asia is not liable or responsible for any damages, costs and/or added expenses incurred as a result of Traveler's failure to obey any local, provincial, or federal laws, which may include arrest or detention.



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Traveler understands that their participation in a Trip may be terminated if Traveler is disciplined by any civil or criminal authorities. In this event, Traveler is responsible for arranging and paying for substitute travel and Accommodations.

#### SPECIAL RULES REGARDING AIR TRANSPORT

Realistic Asia is not responsible for your international flight changes, cancellations or delays. You must inform us of any changes in your schedule immediately as you are aware of them, so we can adjust the airport transfer times for you.

For domestic and regional flights arranged by Realistic Asia general conditions governing air transport apply and Realistic Asia's responsibilities with respect to air travel are limited by the relevant airline's conditions of carriage.

The airline fulfilling your contract for carriage may change from the airline mentioned in our electronic brochure and advertisements.

Realistic Asia is not able to specify the type of aircraft to be used by any airline. Airlines retain the right to adjust flight times and schedules at any time; schedule changes can result in an itinerary that falls outside of contractual agreements.

#### SPECIAL RULES REGARDING ACCOMMODATIONS

Prices of Accommodation are based on double occupancy unless described otherwise. If you prefer single Accommodations, some Accommodations require you to pay a single supplement fee which can vary depending on the Accommodation.

The accommodation quoted in the trip offer is subject to availability, if the rooms are not available at the time of booking Realistic Asia will offer alternative options.

The check-in time at most of the hotels is 14:00 and the check-out time is 12:00.

Some accommodations may require a security deposit which is refundable upon checkout.



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#### LIMITATION OF LIABILITY

Except as otherwise set forth herein, Traveler hereby releases Realistic Asia from any and all liability, loss, expense, damages, or claims arising out of or resulting from Traveler's participation in a Trip, whether caused by the negligent, intentional, or reckless conduct of Traveler, a Service Provider, a provider of Accommodations, another third party, or otherwise.

Realistic Asia shall not be responsible for any wrongful or negligent acts, omissions, or the failure of any equipment operated by any suppliers such as transportation carriers, cruises, hotels, or any other party not directly owned or controlled by Realistic Asia.

Realistic Asia is not responsible for the stealth and loss of any valuable item or belonging that is due to the negligence of the customer.

Realistic Asia reserves the right to substitute hotels, flights, or cruise ships, to alter itineraries, or to cancel the tour prior to departure. If Realistic Asia has cancelled any tour prior to the commencement of the tour, Realistic Asia is liable for a full refund of the money received by Realistic Asia.

#### **FORCE MAJEURE**

Force Majeure - Realistic Asia shall not be responsible for failure to perform any of its obligations under this Agreement, any loss, injury, or damage to person(s), or property in connection with Force Majeure. "Force Majeure" refers to any event beyond Realistic Asia's reasonable control, including but not limited to severe weather, fire, flood, mudslides, earthquakes, war, any orders of the local, or government authorities, labour disputes, strikes, epidemics, disease, pandemic, World Health Organization's advisories and/or alerts, you government advisories and/or alerts, interruption of power services, terrorism or any other causes beyond the control of Realistic Asia.

Realistic Asia reserves the right to cancel any Services described in a Trip Itinerary due to Force Majeure.



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Very rarely, you may be forced by "force majeure" to change or terminate your Trip after departure but before the scheduled end of your Trip. This is unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our Suppliers), pay you any compensation, or meet any costs or expenses you incur as a result. We strongly recommend that you obtain travel insurance, as described above.

## **DISPUTES - GOVERNING LAW, JURISDICTION, ETC.**

These Terms and Conditions and the relationship between Traveler and Realistic Asia will be governed by the laws of Vietnam, where our head office is located.

#### **COMPLAINTS AND CLAIMS**

If you experience any dissatisfaction with the services provided by Realistic Asia (before or during your trip), please inform your local tour guide or travel advisor immediately.

Prompt notification will help us address the issue quickly and prevent similar problems from occurring throughout your journey.

In the event of a complaint or claim for compensation, you must inform us by email, regular mail, or facsimile in writing within 15 days from the end of your tour. Relevant receipts and substantiating evidence must be attached to the letter of claim. Realistic Asia will not be liable for any claims made later than 15 days after the completion of your tour.

#### MARKETING MATERIALS

Realistic Asia endeavours to illustrate the Services it offers using photographs or illustrations that provide a realistic representation of the Services offered. However, please note that photographs and illustrations appearing in descriptions are for illustrative purposes only. We do not guarantee that all locations will look exactly like in the photo.



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Realistic Asia may occasionally use statements made by our Travelers and/or their photographs, images, or other likenesses, in various marketing materials, on our website, or at promotional events. Traveler fully consents to such use of Traveler's statements and/or their photographs, images, or other likenesses, for marketing or promotional purposes without the payment of any compensation to Traveler and grants Realistic Asia a non-revocable license for said use.

#### MODIFICATION OF OUR TERMS AND CONDITIONS

Our Terms and Conditions may be amended or modified by us at any time, without notice, on the understanding that such changes will not apply to Trips booked before the amendment or modification. It is therefore essential that you consult and accept our Terms and Conditions at the time of making a booking, particularly to determine which provisions are in operation at that time in case they have changed since the last time you placed an order with Realistic Asia or reviewed our Terms and Conditions.