

# Terms and Conditions

The following Terms and Conditions is a SUMMARY\*, governing the relationship between you, the passenger, and us, Value World Tours Inc. They outline our cancellation policy, certain limitations of liability and other items specific to our programs. These terms affect your rights for litigation, governing law, forum and jurisdiction; please carefully read these terms and the full detailed disclosure on our web site and make sure you understand your rights and obligations as well as our rights and obligations. By booking and paying for any of our tours or cruises you agree to be unequivocally bound by these Terms and Conditions.

*\*For the full details and disclosures please go to: [www.valueworldcruises.com](http://www.valueworldcruises.com)*

## RESERVATIONS AND PAYMENTS

**RESERVATIONS:** Reservations are accepted by phone, fax, email or online at: [www.valueworldcruises.com](http://www.valueworldcruises.com).

Confirmation is issued only upon our receipt of your initial deposit. The following deposits are required per person:

**ALL PROGRAMS:** A non-refundable deposit of **\$250 per person (\$500 FOR Mekong/Fiji)** is required to secure your reservation. For trips departing **within 120 days**, full payment is required at the time of booking and rush fees may be required to expedite reservations and processing. Additional deposits may be required if purchasing airfare through us.

**PRICES:** All published prices are based on currency exchange rates and fuel costs as of date of printing and are subject to change. However, for all passengers that **purchase our Price Protection or pay in full – prices will be guaranteed.**

**FORM OF PAYMENT:** US dollar Checks, wire transfers, electronic payments and Visa/Mastercard are accepted. All credit card payments must be accompanied by a signed authorization from the original cardholder. Third-party credit cards are not accepted. Wire transfers must include a \$25 transfer fee. Fee for returned checks is \$50.

**FINAL PAYMENTS:** Full and final payments are due 121 days **prior** to the date of departure. Program prices stated in all our brochures are always quoted **per person and based on double occupancy**. Domestic and foreign departure taxes, security fees, port charges, visa fees, cruise/fuel charges & other surcharges and government fees are not part of the program prices and will be listed as separate items on your invoice.

**REVISION FEES:** For changes you make to your reservation up to 121 days prior, that effect departure city, program extensions, cabin categories and/or passport name changes, a **\$50 per person** administrative charge will apply per incident. Changes requested within 120 days prior to departure may incur additional costs and cancellation fees. We regret that we cannot accept changes to reservations within 60 days of departure. All changes are subject to availability and cannot be guaranteed.

**SINGLE TRAVELERS:** Most programs offer a limited number of single rooms or cabins, subject to availability. Please note that in most overseas hotels and on some ships, **single rooms and cabins may be smaller** than regular twin accommodations. You are paying for **privacy not for better accommodations**. Please see individual program rate charts to determine single supplement costs.

## CANCELLATIONS AND REFUNDS

**IF YOU CANCEL:** If you must cancel your trip, you must do so **in writing**. Cancellation refunds will be calculated as of the date **we receive** your written cancellation. All payments for travel services not provided to the passenger shall be refunded in accordance with these Terms and Conditions:

**ADMINISTRATIVE FEE:** Once we receive your initial deposit, there is a non-refundable fee of **\$250 per person (\$500 for Mekong/Fiji)** for each program you cancel, regardless of the reason. This fee reflects only our costs of administering the reservation and subsequent cancellation, re-stocking the inventory and reselling the space at last minute notice, and is not intended to be punitive in any way. We realize the majority of those who cancel their reservations do so out of necessity. To receive a refund, your air tickets, cruise tickets and land vouchers must be returned to Value World Tours, Inc. Any applicable refunds will be processed within 60 days after our receipt of your written cancellation and travel documents.

**CANCELLATION RECEIVED CHARGE PER PERSON**

Up to 121 days prior, . . . . .	\$250 (\$500 Mekong/Fiji)
120 - 91 Days . . . . .	.25% of the total program cost
90 - 61 Days . . . . .	.50% of the total program cost
60 - 31 Days . . . . .	.75% of the total program cost
30 Days or less. . . . .	100% of the total program cost

**\*Airline tickets may be 100% non-refundable once issued.**

**IMPORTANT NOTE:** Once any tour or cruise programs commence there will be no refunds for missed or unused portions. Once purchased, no refunds can be made on visa costs or Price Protection. Subject to the date of cancellation, if issued, airline tickets may carry additional cancellation fees, which vary from airline to airline.

**IF WE CANCEL:** We reserve the right to withdraw and/or cancel a specific departure date or whole cruise or tour series due to lack of participation or for reasons beyond our control such as government restrictions, natural disasters, acts of war, terrorism, acts of God or similar. If such an unlikely event should occur, we will offer an alternate departure date or tour/cruise program. Should you decline an alternate date or program or should we cancel the cruise/tour outright, the limit of our liability to you will be the refund of all monies received, including any cancellation penalties. **We will not be liable**, however, for costs incurred by you but not paid through us including but not limited to; visa and passport costs, travel insurance costs, items of a personal nature, domestic transportation either by ground or air you arranged yourself, nor will we be liable for any psychological damages,

traumas, stress, disappointment, personal and financial loss and/or similar resulting from our change of departure date or cancellation of a tour or cruise series. For full details please see the **Force Majeure clause** outlined separately.

### **INCLUDED IN YOUR TOUR/CRUISE COSTS:**

All services such as airfare (if obtained through us), local transfers (included only if air is purchased through us), accommodations in hotels or ships as listed, meals as indicated, sightseeing, entertainment and other services included in each itinerary and specified under Cruise/Tour Highlights.

**NOTE:** Due to unforeseen changes in local schedules and events, we reserve the right to change ships, the sequence of ports, sightseeing events, activities and similar. Please see the Force Majeure clause outlined separately. Itineraries may also vary slightly from date to date. An updated schedule will be forwarded with your final documentation.

**HOTELS:** Deluxe, first class, superior tourist class or best available hotels are used on all land programs featured. However, we do reserve the right to substitute hotels indicated for hotels of same or similar quality, without prior notification.

**NOT INCLUDED:** US airport, customs, security, maintenance fees and taxes, foreign airport taxes and port charges, visa, passport and any other document costs or fees, items of a personal nature such as use of telephones, laundry, meals, liqueur, souvenirs, cost of optional tours and all services other than those included in the itineraries. **TIPPING:** Tips to Ship Crews, Tour and Cruise Directors, drivers, guides, porters, waiters, chambermaids and other ground personnel handling your travel arrangements are not included in your total package costs. A guideline of customary tip amounts will be provided with your final documents.

**PASSPORTS:** A U.S. passport valid for at least 6 months beyond your scheduled travel date is required for U.S. citizens traveling to any international destinations. Non-U.S. citizens should contact the appropriate consular office for entry requirements pertaining to their trip, as we are not responsible for providing you with this information or documentation. Proper travel documents are the sole responsibility of each passenger.

**VISAS:** Based on our programs, at the time of printing, visas were required for travel to: Cambodia, China, Egypt, Russia and Vietnam (for U.S. passport holders). All visa costs

outlined in our programs are given as estimates. **Visas are the sole responsibility of each passenger**, but we can provide you with contacts to reliable outside visa processing services.

**NOTE:** Value World Tours cannot and will not be responsible for any delay, damage and/or loss, including missed portions of our travel programs, which are a result of passenger's losing/not having proper documents.

**BAGGAGE:** Due to space limitation on busses and ships, **only one (1) suitcase per person** is allowed and 1 piece of hand luggage. Surcharges by local operators and/or airlines may be imposed for overweight, oversized or excessive baggage **on the spot**. Value World Tours will not accept any responsibility for costs incurred to passengers for excessive baggage. For specific size and weight dimensions allowed on board international and/or domestic air carriers please check with the appropriate airline prior to your travel date and pack accordingly!

### **NOTE ON AIR ARRANGEMENTS:**

We can provide air arrangements at the request and as a convenience to our customers in conjunction with our land and cruise programs. Air prices quoted are regulated by air carriers and can change at any time without notice. You do NOT have to purchase your air arrangements from us. If you accept our quotes, some tickets may require additional deposits or may be subject to instant ticketing and must be paid in full. These fares can be quite restrictive and carry cancellation charges imposed by the airlines ranging from 50% to 100%. Therefore, any penalties resulting from flight changes at your request after airline tickets are issued will be your responsibility.

**IMPORTANT:** Please note that we act only as an agent for the airlines in question and once the tickets are issued you are governed by the rules of passage as outlined on your airline ticket, including delays, loss of luggage etc. In addition, we cannot provide individual services including specific seat assignments, meal requests, frequent flyer miles and similar. These services must be handled between you and the airline directly. We are not responsible if an airline cancels or delays a flight. If that occurs, you should work with the airline to ensure you arrive at your destination. **Value World Tours will not provide any refund for portions of trips missed due to cancelled or delayed flights.** If an air schedule requires an overnight

## **Peace of Mind - Price Protection ONLY \$69 p.p.**

During recent times, we have seen extreme fluctuation in currencies. The cost of fuel has been known to double in a matter of months. No one can foresee what will happen in the very near future. Therefore, in order to protect you and your substantial travel investment from unforeseen price increases, we urge you to consider purchasing our unique in-house "Price Protection Plan!" For only \$69 per person, paid along with your initial deposit, we will guarantee all Land and Cruise fares from any future currency or fuel increases!\*

\*Price protection applies to all published Cruise only and Land/Cruise rates printed in our brochures. Price protection does not apply to airfares or any government imposed security fees, taxes or surcharges. Price protection must be paid with the initial deposit and once received is non-refundable in case of a subsequent trip cancellation for any reason.

stay in a gateway city, Value World Tours can assist with hotel reservations; however, if a flight requires a layover, overnights are at your expense. Additional transportation to catch up to a tour or cruise that is in progress will also be at your expense.

If you choose to make your own domestic and/or international flight arrangements, Value World Tours will not be responsible for any loss resulting from any **changes or alterations in our land or cruise programs**. We recommend that you do not purchase tickets with high penalty charges for changes. If you make your own domestic flight arrangements and you miss your international flight for any reason, we can only assist with alternate flight arrangements; however, you are responsible for the cost of an alternate flight to your destination, as well as any other expenses (hotel & transportation costs) incurred prior to joining up with your tour/cruise group.

## **FOR CRUISE PASSENGERS:**

**VESSEL & ACCOMMODATION:** We reserve the right to substitute, without previous notice, a comparable or superior vessel. If this should occur, we are not responsible for any losses you may incur as a result. If a reserved berth is not available, we may substitute accommodations of an equal or superior class or provide a refund of the difference cruise fare or cabin category, but we shall not incur any other liability for failure to provide the reserved berth.

## **PASSENGER TICKET CONTRACT – CRUISE PORTIONS:**

Please note that we act only as Agents for all of the listed vessels in our brochures and in case of any disputes between passengers and vessels they will be governed by the Ticket Contract of the shipping company or owner of the vessel in question. For a full list of shipping companies please see our web site: [www.valueworldcruises.com](http://www.valueworldcruises.com)

**CARRIER'S LIABILITY:** The provisions and limitations of the Athens Convention Relating to the Carriage of Passengers and their luggage by Sea, 1947 (the "Athens Convention") and the International Convention on Limitation of Liability For Maritime Claims, 1976 (the "1976 Convention") are incorporated on each Passenger Ticket Contract. Where the terms of this Passenger Ticket Contract conflict with any applicable mandatory provision of law or international convention, including, where applicable, the Strasbourg Convention on the Limitation of Liability in Inland Navigation, 1988 (the "CLNI Convention"), the provisions of that law or convention prevail. Copies of all applicable Conventions are available online.

**FORCE MAJEURE (CRUISES):** As with all travel arrangements but especially with sailings on various world-wide waterways, cruising carries with it an inherent risk which you as a passenger must accept when considering this form of travel. Therefore, in case of any and all unforeseen circumstances including but not limited to: weather conditions, **low or high waters**, lock schedules, acts of God, government actions, political turmoil, disease, strikes, terrorism, general break down of equipment, closures or black outs of certain attractions listed in the program or similar, we as **the agent** of the Owners/ Operators of various vessels offered in our programs reserve the absolute right to change and/or alter any specific sailing date or a series of departure dates including implementing any of the following: **a) substituting vessels of same or similar quality, b) operating portions of the sailing program via motor coach/ hotel accommodations to replace ship schedules, c) substituting listed attractions with those of same or similar quality without prior notice.** The vessel operators also reserve the right to cancel any particular sailing date or series of departures, for reasons outlined above, lack of participation or for any other reasons beyond their control. In the unlikely event of a cancelled sailing date, in conjunction with the vessel owners/operators, we reserve the right to offer an alternate date or dates within the same sailing season without further liability. If not acceptable to passengers for appropriate reasons, we reserve the right to extend full credit for monies received for a cancelled sailing and apply it to any other sailing dates and destinations. If none of the alternatives are workable, the limit of our and the vessel owner/operator responsibility will be the refund of all monies received for the cancelled sailing within 60 days of the final written cancellation received from the partner/passenger. Under no circumstances will we or the owners/operators of vessels be liable for any expenses not paid through us, including any airfares, delays, cancellations or changes and any air ticketing fees that may be applied due to such changes, any additional ground transportation or extra accommodation surcharges, travel insurance, visa fees, taxes, psychological trauma and/or lost business income or revenue, or other incidental expenses incurred to the passenger as a result of our or vessel owner/operator cancellation of a specific sailing or series of sailings.

**FINAL TRAVEL DOCUMENTS:** Full payment is required in order to obtain your final travel documents (airline tickets, cruise and hotel vouchers, day by day itineraries, travel packs if applicable and similar). To ensure you receive these important documents, please note that we will utilize traceable delivery services (FEDEX, UPS, EXPRESS MAIL and others). **The cost of \$25 per US address will be automatically billed to your invoice unless you instruct us otherwise\*.**

## **TRAVEL INSURANCE 2020/2021**

We recommend that you purchase a travel protection plan to help protect you and your travel investment against the unexpected. For your convenience, we offer travel protection through Travelex Insurance Services. For more information on the available plans or to enroll, go to <https://www.travelexinsurance.com/index.aspx?location=05-1801&go=bp> or contact Travelex Insurance Services at 800-228-9792 and reference location number 05-1801.

Travelex Insurance Services, Inc CA Agency License #0D10209. Travel Insurance is underwritten by, Berkshire Hathaway Specialty Insurance Company, NAIC #22276. 55Y

The cost for delivery outside of the US will be charged appropriately. Your final travel documents will be forwarded to you approximately **10 to 14 days** before your departure. In case early delivery or special document handling is requested, written instructions and a \$50 handling fee will be required to separately handle such individual requests.

**\*You may avoid any and all delivery charges by accepting delivery of documents via email. Sign up at: [www.valueworldcruises.com](http://www.valueworldcruises.com)**

## **MEDICAL ISSUES:**

You must advise us in writing, at time of initial booking, of any physical, emotional or mental condition, which may require professional attention during the trip or may require the use of special equipment. **If you fail to disclose any such conditions, Value World Tours or our suppliers/partners may refuse to allow you to take the trip and/or you may be denied boarding on arrival in which case you will forfeit the trip cost; in any such event we shall have no liability to you, financial or otherwise.**

If you are so challenged, you must bring and be responsible for all necessary items related to your condition. If you require a wheelchair, you must provide your own small collapsible wheelchair. Certain features and certain trips are not wheelchair-accessible. We cannot guarantee any wheelchair assistance or accessibility at international destinations. Most river vessels do not have elevators.

If any such condition arises after the trip is booked, you must advise us in writing immediately. Failure to advise us shall release Value World Tours and all professional personnel from any liability related to such condition or its treatment. We cannot accommodate women past their sixth month of pregnancy. We do not recommend our tour and cruise programs for children under the age of 12. Value World Tours reserves the right to decline any trip participant whose condition, in our opinion, may affect the health, safety or enjoyment of other participants. Value World Tours is not responsible for the costs of any medical treatment you may require during the trip. Under no circumstances is Value World Tours responsible for the quality of medical care, or lack thereof, you may receive while on the trip.

## **RESPONSIBILITY:**

Value World Tours, Inc., is a tour/ cruise operator. Our principal place of business is: Plaza Del Lago Bldg., 17220 Newhope St. #203, Fountain Valley, CA, 92708, USA. Our Phone number is (714) 556-8258 our FAX number is: (714) 513-1777 and our email is: [value@valueworldcruises.com](mailto:value@valueworldcruises.com)

The responsibility of Value World Tours, Inc. and its affiliated partner companies is strictly limited. As a tour operator, Value World Tours organizes, promotes and sells tour programs consisting of certain travel services, including surface, air and water transportation, sightseeing excursions and cruise/ hotel accommodations that Value World Tours purchases or reserves from various suppliers (collectively, "Suppliers"). Value World Tours **does not own** or operate any of these Suppliers. The Suppliers providing travel services for Value World Tours' tour programs are independent contractors and are not agents or employees of Value World

Tours. As such, Value World Tours is not responsible for any negligent or willful act or failure to act by any Supplier or of any third party. Some tours include visits to shops and merchants. Value World Tours is not responsible for any purchases you make during your trip, whether that merchant is part of the scheduled itinerary or not. By utilizing the travel services of the Suppliers, you agree that you will look to such Suppliers for any accident, injury, property damage or personal loss to you or to those traveling with you and that neither Value World Tours nor any representative of Value World Tours shall be liable. To the extent that Value World Tours is involved in booking air and/ or cruise transportation for you, Value World Tours acts as your agent and not as an agent of the air carrier and/or cruise line. For all other purposes, Value World Tours does not act as an agent for any party whatsoever. We are not responsible for any printing errors and omissions.

**COMPLAINTS:** In the unlikely event of a complaint and/ or refund request, please note that all complaints must be submitted in writing, along with all supporting documents to Value World Tours **no later than 30 days** after the completion of the tour or cruise. Complaints and refund requests received after 30 days upon the tour/cruise completion date will not be accepted and Value World Tours shall be released from any and all further liability. In case the complaints pertain to any airline transportation services including loss or damage to luggage, such complaints and any and all claims must be forwarded and resolved between the passengers and participating air carriers directly.

**APPLICABLE LAW:** This relationship shall be governed by the laws of the state of California, U.S.A., to the exclusion of the courts of any other state and country. Any claims against Value World Tours must be arbitrated or brought in the courts of the State of California, in the county of our principle place of business, which is Orange County, city of Fountain Valley. The sole exceptions to this choice of forum shall be for any claim relating to the ownership and/or operation of any airline or cruise ship, for which venue shall be in accordance with the Passenger Ticket Contract governing passage on the applicable air carriers or cruise ships, as outlined on their Passenger Ticket Contracts.

California law requires certain sellers of travel to have a trust account or bond. We are proud to be one of the first members of the California Seller of Travel. Our registration number is #1000020/10. We are also proud members in good standing of IATAN, ASTA, CLIA and TOP since 1992 and strive to conduct our business to the highest standards of professionalism in the industry.

## **IMPORTANT NOTICE:**

All prices are based on fare levels as of Aug 31, 2019. Land & cruise prices are based on currency rates and fuel costs in effect on this date. All prices are subject to change without notice (unless covered by our Price Protection Guarantee). Valid September 1, 2019 – May 1, 2021.

**For most recent updates please visit our web site at:  
[www.ValueWorldCruises.com](http://www.ValueWorldCruises.com)**