

Hera Cruises Terms & Conditions

a. RATES

Peak Season Surcharge

USD65 (VND 1 463 000)/person for Christmas Eve (24 Dec) and New Year's Eve (31 Dec)

b. DEPOSIT & PAYMENT

Please see the Payment Instructions page for details.

DEPOSIT & PAYMENT TERMS

Obligation	Charter	From 05 cabins up to 10 cabins	Below 05 cabins
Non-refundable deposit upon confirmation	30% of total charge	30% of total charge	10% of total charge
Full payment	30 days prior to the cruise date	15 days prior to the cruise date	07 days prior to the cruise date

Full payment of the accommodation package must be made no later than 30 days before sailing, for all Clients, both for single reservations and for group reservations. Please indicate the name of the person (for single reservation) or of the group leader (for group reservation) to whom we can refer at all times. Payment can be made either by bank transfer or by credit card (American Express, Visa, MasterCard, or JCB Card). Expenses incurred for on-board services and products by the Client, or by VIT Halong on behalf of the Client, shall be paid by the Client prior to disembarkation.

c. GUEST INFORMATION&CONFIRMATION

Clients are required to submit the passenger list and personal details of all passengers to us at least one day before the cruise date. This information should include confirmed arrival and departure dates, number of cabins and passengers, passenger's names, their passport and visa numbers, selected cabin categories (SGL/DBL/TWIN), and special requirements (e.g. gifts, dietary restrictions, etc.).

All passengers must embark with a valid passport. We reserve the right not to carry a passenger without a passport or without advance submission of personal details (one day before the check-in date). Children whose traveling documents are attached to a parent's passport must travel with the parent. Failure to comply might result in penalties imposed by local authorities, which shall be borne by the Client. We reserve the right to release bookings under the above circumstances.

All confirmations are generally confirmed by return fax or e-mail by us within 2 working days. In case immediate confirmation is not possible, we will inform Clients of the booking status at the time of reservation.

d. AMENDMENTS&CANCELLATION

Any change/amendment of existing bookings shall be considered as a cancellation and a new booking shall be made. Penalty charges shall apply accordingly, based on the charge of each cancelled cabin as per below:

Period prior to the cruise date	Charter	From 05 cabins up to 10 cabins	Below 05 cabins
More than 30 days	Loss of deposit or 30% of total cost	0%	0%
08 to 30 days	70% of each cancelled cabin	50% of each cancelled cabin	30% of each cancelled cabin
04 to 07 days	100% of each cancelled cabin	70% of each cancelled cabin	50% of each cancelled cabin
03 days or less	100% of each cancelled cabin	100% of each cancelled cabin	100% of each cancelled cabin
No show	100%	100%	100%

CRUISE CANCELLATION DUE TO BAD WEATHER CONDITIONS

Cruising/sailing in Halong Bay is regulated by the Halong Bay Port Authority. Each morning, the Port Authority delivers a permit to each cruise company for sailing in Halong Bay. Both day cruises and overnight cruises are regulated this way.

In case of bad weather conditions and risk of tropical storms, the Port Authority might limit the possibility of cruising and even decide to cancel all cruises. In such a case, final decision by the Port Authority is usually known only by 3:00 PM on the day of departure.

Here are the possible scenarios that can occur and alternatives then offered to Clients by VIT Halong:

- **On the day of arrival**

Situation

On a day with bad weather conditions or risk of tropical storm, VIT Halong will inform Clients / travel agents as soon as possible of the risk of cancellation, the possible scenarios that can occur and will offer alternatives for Clients /travel agents to choose.

At 3:00 PM, VIT Halong will know whether:

- an overnight permit is granted;
- an overnight permit is denied but day cruising is allowed;
- all cruising is forbidden for day and night

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Upon arrival, Clients can choose:

-Not to wait, and cancel their cruise altogether

If Clients decide to cancel cruise before receiving final decision from local authorities, VIT Halong will not offer a refund

-To wait until 3:00 PM, enjoy lunch on-board (if presence of people on boats anchored in the marina is allowed by the Port Authority)

1) If Clients wait, enjoy lunch on-board, and at 3:00 PM the cruise is cancelled, then only USD35 will be charged to cover lunch

2) If Clients wait, enjoy lunch on-board, and at 3:00 PM only a day cruise is allowed, then only USD90 will be charged to cover lunch and day cruising

3) If guests wait, enjoy lunch on-board and at 3:00 PM overnight cruising is permitted, then only USD345 will be charged to cover lunch, day cruise and overnight stay

- **On the second day of a 3-day, 2-night cruise**

Situation

Permit to cruise on the second day of a 3-day, 2-night cruise is delivered by the Port Authority at 8:00 AM the day of cruising under normal circumstances. If cruising permit is denied at 8:00 AM, Clients will go back to the Marina at 10:30 AM and check out that day. They will have then the same possible scenarios and alternatives as in the above section.

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VIT Halong will offer refunds as follows:

In the case cruising is entirely denied on that day: cruise will be charged only as a 2-day, 1-night trip

In the case Clients decide to remain for lunch on-board when permitted but cruising ends up being denied entirely on that day: cruise will be charged as a 2-day, 1-night trip +USD35 to cover lunch

In the case Clients decide to remain for lunch on-board when permitted and cruise for a few hours during the day when permitted, but overnight cruising ends up being denied: cruise will be charged as a 2-day, 1-night trip + USD140 to cover lunch and day cruise

No refund can be claimed in case overnight cruising is allowed and Clients spend the second night on-board

No refund can be claimed in case Clients decide to end their cruise at 10:30 AM on the second day without waiting for the Port Authority's final decision

- **On the day of departure**

In case of bad weather conditions or risk of tropical storms on the day of departure (check-out), the Port Authority may also order boats to return to the Marina earlier than planned. No refund can be claimed in this situation.

Transportation

Clients using transportation not booked via VIT Halong shall contact their travel agent / transportation service directly to make all necessary arrangements resulting from a cruise cancellation.

For Clients using VIT Halong's transportation services, we will arrange transport back to Hanoi.

As we shall not be held responsible for any cruise cancellation due to weather conditions, if transportation has been used, the cost of transportation cannot be refunded.

Other Consequences of Poor Weather Conditions& Unforeseen Circumstances

Cruising Itinerary

Even when cruising permits are delivered, bad weather conditions might force our Management, Captains and Crew to modify the schedule, change routes, cancel visits, etc. By booking with VIT Halong, all guests agree that all programs are subject to change without prior notice.

Special Dining Venues

VIT Halong offers the possibility of enjoying dinner on a beach, in a cave or in a floating village. Clients using these extra services should be aware that cancellation of outside dining at the last minute might be necessary in case of bad weather. We will make up for the experience by offering dining in the ship's dining room. VIT Halong cannot be held responsible for the impossibility of outside dining due to bad weather conditions and thus will not offer refunds in such cases.

Boat Inspections

The Halong Bay Port Authority, Quang Ninh Province authorities and other officials may request without prior notice to inspect one (or several) boat(s) of the fleet. VIT Halong shall not be held responsible for any delays, changes of schedule, or early check-outs that can occur due to an official inspection and thus will not offer a refund.

Please note:

-Permits can be denied due to thick fog. In this case, VIT Halong cannot know or predict these conditions in advance.

-Though for most tropical storms we usually have warnings and information 24 to 48 hours in advance, the strength and trajectories of storms reaching the coast of Vietnam are impossible to predict. As a result, there might be delays in receiving and then communicating information.

-Very often VIT Halong can receive from the Port Authority many contradictory pieces of information before the final decision at 3:00 PM. VIT Halong will communicate to the passengers all information as given by the Port Authority and should not be held responsible for inconsistencies, last-minute changes, or contradictions.

-In circumstances of tropical storm risks at night, the weather might show no sign of danger upon Clients' arrival but can change much later and quite suddenly.

-Some other cruise companies in Halong Bay might decide to travel against the decision of the Port Authority. This choice not to observe the orders of local authorities and to put at risk the lives of passengers is their own decision. **CONSIDERING THE SAFETY AND SECURITY OF ITS PASSENGERS AS ITS NUMBER ONE PRIORITY, VIT Halong WILL ALWAYS COMPLY WITH THE PORT AUTHORITY'S DECISION.** Although VIT Halong understands the desires of visitors to experience Halong Bay—and is highly honored to have been chosen by visitors to see Vietnam's most mythical site—we will never put our passengers in danger.

Additional notes:

Passengers using the services of a travel agent should then contact their travel agent to make the necessary arrangements for transportation, accommodation, etc.

Passengers using the services of a travel agent should then address their travel agent for refund. VIT Halong refunds directly to the agent the amount paid by the agent.

In case of tropical storm warning, it is usually forbidden to have people on-board, even when the vessels are anchored at the harbor.

e. REFUND FOR UNUSED SERVICES

Before a determination regarding a refund can be made, all cruise and related travel documents must be submitted to VIT Halong. Partial use of cruise, airfare, hotel and land extensions does not qualify a guest for a refund. All refund requests pertaining to the cruise are subject to final review by VIT Halong.

f. TRANSPORTATION**TRANSPORTATION HANOI – HALONG – HANOI**

Description	Shuttle bus (luxury Ford 16-seater van for 6-8 people)
Price for return transfer	USD40/seat or VND 900,000 USD250-350/car/round-trip for private car (16-seat max)
Estimated departure time from Hanoi	7:30 AM – 8:00 AM
Estimated return time to Hanoi	4:00 PM – 4:30 PM

g. POLICY ON CHILDREN

- 1.) Children under 5 years of age will be free of charge(maximum 01 child per booking only)
- 2.) Children from 5 to 11 years of age will be charged a child rate of USD30 per person
- 3.) Children 12 years of age and older will be charged as adults
- 4.) Toddler cots are free of charge and offered according to availability
- 5.) Two children under 12 years of age sharing a private cabin are charged at 75% of full cabin rate

h. VOUCHERS / COUPONS

Vouchers will be issued by VIT Halong by e-mail/fax to Clients after the reserved trip is confirmed and payment is completed.

i. LIABILITY & INSURANCE

On-board insurance covers basic accidents on the vessel only, as required by Vietnamese law. We strongly recommend all Clients/passengers purchase their own appropriate insurance before departing for Vietnam and before the trip with VIT Halong. Passengers' travel insurance should cover personal accidents/injuries, medical expenses, emergency repatriation and personal liability.

VIT Halong does not provide insurance for personal injury, luggage loss or medical evacuation.

The responsibility of VIT Halong for damage to or loss of the Client's luggage, belongings or property, including, without limitation, clothing worn by the Client, even if temporarily in the custody of VIT Halong, is limited to the maximum sum of USD300 per person. Under no circumstances will VIT Halong be responsible for loss or damage to valuables if not placed in security boxes at the reception desk.

j. OTHER TERMS & CONDITIONS

LATE ARRIVAL: Unless otherwise agreed, the Client is responsible for timely transfer to and from the ship. In the event of late arrival, the ship is not obliged to delay departure. Should the Client transfer to the pier late, a tender service can be arranged at an extra charge. The tender service is subject to availability.

FORCE MAJEURE: VIT Halong shall be liable only for its own negligence. In the event of any cause beyond reasonable control, including but not limited to, Acts of God, Natural Disasters, Acts of War or Terrorism, Strikes, Orders or Regulations of the Government, Accidents, Storms, etc., we shall bear no responsibility for not providing cruise services, accommodations, meals, laundry, transportation or any other services. We shall, in any case, undertake to do all within our power to assist you.

TRANSFER OF GUESTS: In the event VIT Halong is unable to provide cruise services for passengers with confirmed reservations, VIT Halong shall organize to its best endeavors the transfer of passengers to another cruise operator. VIT Halong shall bear the costs of transport and any reasonable additional costs incurred on the occasion of this transfer. VIT Halong shall at all times endeavor to serve all confirmed passengers.

TAXES, SERVICE CHARGES, FUEL COST & ENTRANCE FEE: VIT Halong reserves the right to adjust all or some rates agreed to for the duration of the present Agreement in the event of alterations of taxes, service charges, and fuel cost & entrance fees by the Vietnamese Government. VIT Halong shall announce the adjustment to the Client in writing and the adjustment shall be applied within 15 days from the date of announcement.

CONFIDENTIALITY: All rates quoted in this Agreement are strictly confidential and not to be published to a third party or otherwise disclosed for whatever reason or purpose. In case of violation of confidentiality, VIT Halong reserves the right to terminate the present Agreement with the Client without any notice.

TERMINATION OF AGREEMENT: VIT Halong reserves the right to terminate this agreement with two-months' prior written notice to the Client.

In the event of dispute, the law of Vietnam shall apply.