

Sales terms

The present are the **General Sales Terms** of TransMékong.

1. The Parties to the Contract

Cty TNHH Xuyên Mékong (**TransMékong**), Business License No. 1800503195 in Cần Thơ, Socialist Republic of Việt Nam, provides , services, owned and operated directly by TransMékong or through affiliates (here-under: *TransMékong*): cruise services on board the Bassac, accommodation, and destination services (collectively or severally, the *Services*).

The **Client** is the person or entity purchasing the Services from TransMékong.

A **Guest** or **Passenger** or **Participant** is any person being provided the Services of TransMékong on account of the Client.

No Party to the present Contract may misrepresent its relations to the other Parties, explicitly or implicitly, including by its subcontractors or its agents, lest the Contract be deemed cancelled on the part of that Party.

2. The Contract

In the absence of another agreement signed between the Client and TransMékong, the agreement between TransMékong and the Client (the **Contract** or the **Booking**) is entirely governed by the present General Sales Terms and the Booking Confirmation issued by TransMékong.

The **Contract Price** is the total value of the Contract, including all local taxes and fees and non commissionable.

The Contract is in effect from the Time of Booking Confirmation, that is the time TransMékong confirmed the booking in writing, and until settlement of all accounts pertaining to the Booking.

Any words capitalized are defined herein. Day means calendar day, *not* working day.

3. The Services of TransMékong

The Services for a given Booking are listed in the services schedule in the Booking Confirmation as issued by TransMékong for that Booking, at the exclusion of any other. They may include services rendered by TransMékong and some affiliates, and limited extensions thereto.

3.1 Bassac

The services of the Bassac include for each night on board transportation on board, accommodation of each passenger in a twin-share cabin, double- or twin-bedded, three meals, Vietnamese coffee, tea, mineral water, two visits on shore or on a small skiff, access to and from the board on a longboat.

Are not included in the services of the Bassac: road or speedboat transfer, except if specifically mentioned in the services schedule, personal travel insurance. Bar services, massages and souvenirs are available for purchase on board.

Discovery Cruises follow the standard inclusions and exclusions.

Private Cruises are quoted as following the standard inclusions and exclusions, and may be amended freely in terms of services and itinerary, with for only limit what is possible.

3.2 Day cruises and Excursions

Guests of **join-in services** are provided the Services together with other guests, and share with them any guides, means of transportation and such during the course of the Services.

Guests of **private services** are provided the exclusive attention of any guides and use of any means pertaining to the Services. They may however come across other guests during the course of the Services.

The services identified by name are defined on the page bearing that same name at <https://mekong-delta.com> and linked to on the Services Confirmation mail. The programs may however vary depending on the tide and the current.

More generic terms, such as family policy, optional guides and overnight accommodation, are subject to our Day cruises and Excursion services policy at https://mekong-delta.com/en/terms/services_policy, as may be amended from time to time.

3.3 Accommodation on shore

Accommodation services include:

- [the Lighthouse](#)
- [Nam Bộ Boutique Hotel](#)

4. Booking

A booking is made directly with TransMékong's office in Cần Thơ or at sales@mekong-delta.com on a first-come, first booked basis.

4.1 Availability

TransMékong's offer takes the form of an availability statement for the services, including the terms extended to the Client and the availability at the time of the statement.

Upon request, TransMékong may hold some availability on board the Bassac as a courtesy for a prospective client for a maximum of 7 calendar days, pending confirmation.

4.1.1 Availability pending rerouting

It may happen a boat is scheduled to be rerouted pending agreement with other clients.

In that case, TransMékong informs the Client of the expected itinerary, and offers to book along the currently scheduled itinerary, and the Client agrees that the itinerary may change. TransMékong shall inform the Client when the rerouting is in effect or abandoned.

4.2 Conditions for booking

The conditions for booking are the following:

- the Client confirms the booking request,
- the Client remits a Deposit to TransMékong to secure the Booking. Please see the payment terms,
- the Client's account with TransMékong presents no outstanding debt.

For any overnight services, the Client shall provide in addition:

- the list of the names and details of the Guests or Passengers (**Rooming List**).

4.3 Confirmation

When the conditions for booking are met, TransMékong endeavours to confirm the Booking within the shortest time.

These terms apply once TransMékong has confirmed the Booking in writing.

Where TransMékong does not commit in advance (e.g. specific cabin or bedding arrangements, for single occupancy), TransMékong shall however make note of the Client's preferences and keep the possibility to optimize near the departure date.

5. Payment terms

The Client commits to abide by the payment terms below, lest the Contract be deemed cancelled on the part of the Client, and the cancellation policy applies.

In case of payment being overdue by 45 calendar days or more, the amount to be paid will increase at the interest rate of lending of the State Bank of Vietnam, counted from the date payment was due.

5.1 the Bassac

If the Services include the services of the Bassac, the Client pays the **balance** before the date of **Cut-Off** as defined in the cancellation policy herein, all other payment terms remain the same as with the Day cruises and Excursions.

5.2 Day cruises and Excursions

- The Client remits a **deposit** amounting to 25% of the Contract Price to secure the Booking.
- The Client pays the **balance** before the date of No-Show as defined in the cancellation policy herein.
- The Guests or, upon prior agreement, the Client, pay any **supplements arisen during the Services** at or before the completion of the Services.

5.3 Accommodation on shore

The payment terms for each accommodation apply for that service:

- [Lighthouse](#)
- [Nam Bộ Boutique Hotel](#)

6. Cancellation Policy

Cancellation or amendment of the Booking is effective as soon as TransMékong has confirmed it in writing.

Should the Services include overnight services, the cancellation terms of these services apply to the respective services.

6.1 On the part of the Client

Should cancellation on the part of the Client occur on or before the Cut-Off date, TransMékong shall refund the Client with all payments made on account of the Contract.

Otherwise should cancellation on the part of the Client occur on or before the date of No-Show, TransMékong shall charge 25% of the Contract Price and refund the Client with any further payments already made on account of the Contract.

Should cancellation on the part of the Client occur after the Date of No-Show, TransMékong shall charge 100% of the Contract Price.

Payment pertaining to a cancelled booking is to be effected at the same time as if the booking were not cancelled, unless waived by TransMékong in accordance with the paragraphs above.

Should TransMékong owe the Client a refund under the terms here-above, the Client may propose to employ the balance for other services of TransMékong, or TransMékong shall refund the Client by the scheduled date of the Services, in which case the refund transfer costs remain to be borne by the Client.

In case of partial cancellation, the cancellation rules apply for the differences between the Contract Price before and after partial cancellation. In case of amendment of the date of the Services after the Cut-Off date, the cancellation policy does apply as if the booking had been cancelled.

6.1.1 Bassac deadlines

- On a scheduled *Discovery Cruise* where the Passengers join in and accept to share the board with other passengers, the **Cut-Off** date is 21 calendar days before the scheduled departure.
- On a *Private Cruise*, where the Passengers appropriate the board for the duration of the Services at the exclusion of any other, the **Cut-Off** date is 45 calendar days before the scheduled date of departure.
- Regardless of the Booking being for joining in or a private cruise, the date of **No-Show** is 5 calendar days before the scheduled departure.

6.1.2 Day cruises and Excursions deadlines

- the **Cut-Off** date is 7 calendar days before the scheduled start of services.
- the date of **No-Show** is 2 calendar days before the scheduled start of services.

6.1.3 Overnight accommodations

The cancellation terms of each overnight service apply to that service. Please refer to:

- [Terms and conditions of the Lighthouse](#)
- [Terms and conditions of the Nam Bộ Boutique Hotel](#)

6.2 On the part of TransMékong

TransMékong endeavours to give its Clients the best possible service and retain their custom, therefore shall by all means provide the Services as per the booking confirmation.

Throughout the Services of TransMékong, Guests' safety has precedence over any other considerations.

In case for any reason safety could be in jeopardy, TransMékong shall retain the right to alter or cancel any or all parts of the Services in the interest of all parties to the Contract.

In case TransMékong should cancel part of the Services, TransMékong shall propose to the Client an alternative service of equivalent value.

7. Force Majeure

Are **Force Majeure** any weather condition that would affect the safety of the Services, popular movement, natural catastrophe, requisition of assets, injunction by competent authorities or the effects of any such event on the availability of the Services at the time and place scheduled in the booking confirmation.

In case of Force Majeure, TransMékong or the Client shall not be held liable in any way for any changes or cancellation of any Services.

8. Passengers and Participants

The Client ascertains that the health or otherwise particular conditions of its Guests are fit for the Services and do not pose a threat to the safety or security of the Services, to themselves as well as to others.

The Client agrees to provide further information as requested by TransMékong where necessary to facilitate the administration of the Booking.

8.1 Overnight services

All bookings for overnight services are nominative.

The Client commits to inform the Guests in advance that they must be in possession of their identification and travel documents prior to starting the Services.

The Booking's payment terms and cancellation policy may be affected where overnight services are concerned.

8.2 Insurance

TransMékong does not offer an insurance other than its own public liability cover. The Client advises the Guests to take a personal insurance to cover the Services.

While the recipients of the services of the Bassac, the Passengers are covered by the Bassac's third party liability ("P&I") cover, typically under the rules of the Shipowners' Club.

8.3 Time schedule

For any services booked for joining in, it is the Client's responsibility that the Passengers be present on time. If the Passengers are not there for boarding and the team is not informed of their whereabouts, this is a No-Show.

8.3.1 Bassac

For **Discovery Cruises**, the time of appointment is 30 minutes before departure to allow for transfer to the board.

If the crew has been informed in advance of the estimated time of arrival (ETA) of the Passengers at the boarding point, the boat may wait for the Passengers for up to 30 minutes after the scheduled departure time, but no later than 10 minutes after the ETA, or reschedule a rendez-vous along the way.

For **Private Cruises**, the boat will follow the passengers' schedule.

8.3.2 Day cruises

For Services involving a day cruise, the time of appointment is the time of departure, and the boat may wait for the Passengers for up to 15 minutes after the scheduled time of departure.

8.4 Client's guide

Only paying Guests are entitled to the services of TransMékong. However, if TransMékong cannot provide as scheduled a guide speaking a language the Guests can speak, TransMékong will endeavour within practical limits to allow a Vietnamese tourist guide speaking the language of the Guests to accompany them.

9. Change in Economic Conditions

Should changes in taxes or other issue legally binding to TransMékong arise from the time of Booking confirmation to the date of the Services affect the costs directly borne by TransMékong by 10% or more, the Contract Price shall be reviewed.

10. Applicable General Sales Terms

The General Sales Terms and Conditions may evolve with time. The applicable General Sales Terms and Conditions are those in force at the time of the Booking, as available here and posted at mekong-delta.com.

11. Dispute

TransMékong's liability shall in any case of cancellation or breach in the Contract be limited to the price already paid by the Client for that Booking.

Any claims arising from the execution of this Contract shall be resolved amicably between the parties to the Contract. Only in case no agreement could be reached should the matter be brought for arbitration to the Vietnam International Arbitration Center at the Vietnam Chamber of Commerce and Industry, the decisions thereof being legal and binding to the Parties to the Contract.

Any claims shall be submitted in writing within 30 days of the occurrence of the cause event for any discussion

of a refund, though partial or total to take place./

From:

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Last update: **2024/02/21 10:05**

