

# Terms and Conditions

## 1. YOUR FINANCIAL PROTECTION:

When you book a tour you will receive a confirmation invoice from us confirming your arrangements. In the unlikely event of our solvency, AnBinh Travel will ensure that you are not stranded abroad and will arrange to refund any monies you have paid to us for an advance booking.

## 2. CONTRACRT:

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions which are governed by Vietnamese Law and we both agree to submit to the jurisdiction of the Vietnamese Courts at all times.

## 3. PAYMENT:

**Deposit:** You are required to remit a deposit of at least 35% of the total tour price before the tour be processed. This deposit can be made by 4 methods:

- 3.1. Bank Transfer to our company's account advised below

Name of Beneficiary: **PHAM THI HANH**

Beneficiary's Account No.: **19022066497032**

Name of Beneficiary's Bank : Vietnam Technological and Commercial Joint Stock Bank –  
**TECHCOMBANK**

Because this is an international transfer so the payment will not go directly from your bank to our bank, it will go through an intermediate bank on the way. Therefore, Please kindly note with your bank that all fees are on your side.

- 3.2. Online payment by credit cards

We connect with OnePAY Payment Gateway which represents MasterCard in Vietnam (about Onepay) to accept Online Card Payment. The payment will be processed through SSL protocol with international card security standard. The information will not be stored at our system (merchant) but MasterCard. We will send payment link to you through email if you select this payment method. A bank charge of 4.0% of the sent amount will be applied.

For payment by Onepay, we will need the following details from your side:

- Your full name:
- Your nationality:
- Your address/ Your bank address:
- A link from Onepay will be sent to you and we will send you our confirmation of payment after receiving your deposit.

Note: Onepay does not accept American Express Card.

- 3.3 Western Union and Moneygram
- 3.4. Paypal

PayPal allows you to pay in any way you prefer, including through credit cards, bank accounts, buyer credit or account balances, without sharing financial information.

PayPal has quickly become a global leader in online payment solutions with more than 153 million accounts worldwide. Available in 190 markets and 24 currencies around the world, PayPal enables global ecommerce by making payments possible across different locations, currencies, and languages.

Please notice that the fee is on your side. It is 9.0% the total amount per transfer.

(You will receiving an email announcement for your payment deposit and Secure Confirmation Letter after AnBinh Travel acknowledge your payment deposit or full pre-paid.)

In case your hotel/junk reservation requires to pay 100% of the total tour price before the tour be processed, we will require the same.

#### **4. DOCUMENTATION:**

It is the client's responsibility to obtain all necessary passports, visas, health certificates, driving licences and other documentation required for travelling on holiday. We will not accept responsibility if you cannot travel because you have not complied with requirements. The Company will provide guidance in this area but the client must make appropriate enquiries with the relevant authorities.

#### **5. UNUSED SERVICES/LOST DOCUMENTS:**

No refunds will be made after departure in respect of services included in the holiday price which are unused by clients. We are unable to assume liability in respect of any lost or mislaid travel tickets or accompanying documents. The terms and conditions in this brochure supersede all other terms and conditions of service providers involved in your travel arrangements.

#### **6. IF YOU CHANGE YOUR BOOKING:**

If you decide to change your booking after it has been confirmed, an amendment fee per alteration will be charged to cover our costs (according to the cost we have to pay to the services supplier, sometimes we don't have to pay but sometimes it is from 30-50% of the total payment of the cancelled services). Any amendment will also be subject to any additional costs incurred through increases in airfares, hotels and other holiday costs the amendment may involve. Any change in departure date will be construed as a cancellation of the original booking and cancellation charges as laid out in Section 7 will be applied. Anyway, we will try our best to make the cost as less as possible. All requests to amend your booking must be made in writing by the person who made the original booking.

#### **7. IF YOU CANCEL YOUR BOOKING:**

Should you or any member of your party wish to cancel your booking once it has been confirmed then you will be liable to pay cancellation fees. In certain cases the price of your holiday is calculated relative to the number of occupants in a room, or passengers travelling. If one of these occupants cancels (adults or children), not only will there be a cancellation charge, but also the remaining members of your party may have to pay an additional sum. All cancellation notices must be made in writing by the person who made the original booking. The amount payable will depend on when we receive written advice of the cancellation. We will advise you of these exceptions at the time of making the booking.

No refund for cancellations received within 7 days of departure or for non appearance. In some cases bookings will be subject to a 100% penalty, when cancelled at any time after booking. This would be relative to the components booked and should it be the case you will be advised at time of booking.

Normally we apply the cancellation fee as follow:

- 15-10 days before departure date: 50%
- 10-7 days before departure date: 70%
- Less than 7 days before departure date: 100%

#### **8. IF WE CHANGE YOUR BOOKING:**

In some cases (natural disasters, terrorism...) we have to change your booking. Most of these changes are minor, such as flight route changes, change in airline and/or aircraft type, alteration of your outward/return flights by less than 12 hours or change of accommodation to another of the same standard and we undertake to inform you as soon as is reasonably possible. When we are obliged to make a major change to your holiday arrangements, you will have the following options:

- Accepting the changed arrangements as notified to you
- Purchasing another available holiday from our company. (If it is more expensive you will have to pay the difference but if it is cheaper, we will refund the difference.)
- Cancelling your holiday.

If such a major change is notified to you within 56 days of departure then in all above cases (1), (2) and (3) we will pay you compensation on the scale set out below and should you choose option (3) we will also refund in full all monies received (excluding amendment fees).

However, in no case will we pay compensation if the change is due to force majeure. Force Majeure shall include but not be limited to, acts of government, war (whether declared or not), threat of war, other hostilities,

terrorist activity, civil strife, strikes, riots, fire, thefts, epidemics, quarantine or medical regulations, natural and nuclear disaster, medical or customs regulations, technical or administrative problems with transport, industrial disputes, closure of airports, breakdown in machinery, or equipment or similar events beyond the control of AnBinh Travel.

**9. IF WE CANCEL YOUR BOOKING:**

Although it is unlikely, we reserve the right in any circumstances to cancel your holiday more than 56 days before your planned departure date, in which event we will refund all monies paid. We will only cancel your holiday within 56 days of departure for reasons of force majeure, in which event you will be offered an alternative holiday of comparable standard or a full refund of all monies paid.

**10. COMPLAINTS AND DISPUTES:**

In spite of the many months of planning, problems do occasionally occur. Should you be unable to resolve your complaint locally you must report it immediately to The Company directly in order that the matter may be rectified during your holiday. Failure to do so may deprive The Company of an opportunity to resolve the issue and may affect your rights under this contract. In the unlikely event that your problem is not resolved on the spot, your complaint should be notified in writing to The Company within 28 days of your return. Failure to notify The Company of any grievance at the time will absolve The Company of all responsibility in the settlement of any subsequent related claim once you have returned.

**11. SPECIAL REQUESTS:**

If you have a special request for a facility or service not advertised (e.g. adjoining rooms, specific bedding types or airline seat requests), we shall pass it on to the relevant supplier but we cannot guarantee that it will be met and we have no liability to you if it is not. We cannot accept any booking that is conditional upon special requests being met.