

## BOOKING CONDITIONS

All Clients of PHU BINH VOYAGES acknowledge having read, understood the current Booking conditions below. All Clients acknowledge that they have absolutely agreed to be bound and to abide by these terms and conditions as well as the latest changes/revisions published by PHU BINH VOYAGES, before placing any order. When the booking is confirmed by email (see Article 1), these terms and conditions will be applied.

PHU BINH VOYAGES reserves the right to modify or update these Terms and Conditions at any time, without prior agreement. Therefore, we recommend the Client to read carefully the Booking conditions published permanently on our website <https://phubinhvoyages.com/> before the tour confirmation.

### TERM 1 - RESERVATION

Making a tour reservation with Phu Binh Voyages is a confirmation of the detailed tour program and tour quotation/price through the unique email address [info@phubinhvoyages.com.vn](mailto:info@phubinhvoyages.com.vn). Upon confirmation, the Client(s) agrees to have accepted the booking conditions and that all mails exchanged between the Client(s) and our agency are legally valid. The program which includes the details of our services constitute an integral part of the reservation of Client.

From the moment the Client confirms, all Clients acknowledge that they have absolutely agreed to be bound and to abide by the booking conditions published on <https://phubinhvoyages.com/> as well as the contract with the terms included (in PDF version published on our website <https://phubinhvoyages.com/>).

After confirmation by the Client, Phu Binh Voyages is responsible for sending to the Client the scanned contract signed by the Director of Phu Binh Voyages.

This contract is obligatory only in case the Clients confirm the complete tour (with full services: tour with guides, hotels, restaurants, transport, attractions, etc).

This contract is not obligatory in case the Client only reserves services (such as hotel, transport, plane ticket, restaurant, etc.). However, Phu Binh Voyages will send the contract if requested by mail.

After confirmation, the book tour cannot be cancelled without prior notice yet (see term 5). Therefore, the tour is still open for modification (see term 4).

### TERM 2 - PAYMENT

#### 2.1 - Payment condition

The quotation is always set in US Dollars. However, payments can also be made in either Euros (according to the exchange rate in [www.cnbc.com](http://www.cnbc.com) on the date of the transaction) or Vietnam dong (according to the exchange rate of Commercial Bank for Foreign Trade of Vietnam (Vietcombank) [www.vietcombank.com.vn](http://www.vietcombank.com.vn) on the date of the transaction).

#### 2.1.1 - Services included in the program

There are all the services mentioned in the detailed program that you have confirmed.

After confirmation of the detailed program, you must :

+ Settle all international air tickets and visa fees purchased by PHU BINH VOYAGES (if applicable) after confirmation of the booking.



+ Settle **30%** of the total amount of the tour in case the departure date is more than **35 days** from the confirmation date of the trip. The remaining 70% shall be settled no later than **30 days** before departure.

+ Settle the total amount of the tour in case of the departure date is fewer than **35 days** from the confirmation date of the trip.

### 2.1.2 - Services not included in the program:

In case you do not book a tour with Phu Binh Voyages but only services such as: hotels, guides, etc. or you have already booked a tour with us but you want additional services that are not mentioned in the confirmed program, these services are called 'services not included in the tour'.

After your confirmation of services, you must settle the total amount of the services.

## 2.2 - Payment methods

### 2.2.1 - International bank transfer

#### Our bank details:

Name of bank: BANK FOR FOREIGN TRADE OF VIETNAM - HO CHI MINH BRANCH

Address: 29 BEN CHUONG DUONG, Dist. 1, HCMC, VIETNAM

Recipient name: **Phu Binh Voyages S A R L**

Swift code: BFTVVNVX007

Number of account in **USD** : 007 137 4517 810

Number of account in **EUR** : 007 114 3635 106

Number of account in **VND** : 007 100 4470 414

Note:

+ Bank charges are covered by the Clients.

+ Amount in USD must be transferred to our bank account in USD (as indicated above). Likewise, the amount in Euro or VND should be transferred to our bank account in Euro or VND (as indicated above). If the Client fails to do so, any extra cost due to currency conversion is the responsibility of the Client.

### 2.2.2 - Secured payment gateway

Most of our Clients have used OnePay - the secured payment gateway - with Visa/Master/JCB/American Express Card to make the settlement as it is easy and secured. Additionally, in accordance with the policy of the international organization of Visa/Master, Clients can take advantage of travel insurance and assistance in case of force majeure such as disease, disaster, epidemic, etc (click [here](#) to see the insurance conditions).

According to the Vietnamese government regulation of Finance, the price of the tour in USD will be converted into VND in accordance with the exchange rate of the Commercial Bank for Foreign Trade of Vietnam (Vietcombank) [www.vietcombank.com.vn](http://www.vietcombank.com.vn) on the date of the transaction (click [here](#) to see the day rate published by Vietcombank).

For this payment method, we will send a payment link to your email. We recommend you to settle the payment immediately to ensure that the tour price won't change as the exchange rate varies every day. If the Client fails to do so, the difference in price due to the variance in exchange rate is not the responsibility of Phu Binh Voyages but under that of the Client.

Phu Binh Voyages preserves the right to modify the payment link without prior notice to make sure that we get enough of the amount in VND to purchase the amount in USD/EUR as our quotation, according to the exchange rate of foreign currency published by Vietcombank (see [here](#)).

Note: Fee of payment of 2.8% of the total amount are covered by the Clients (except for American Express Card: 4.0% of the total amount).

## 2.3 - Invoice and vouchers

For all of our payment methods, the official invoice will be issued after your total payment. The invoice can be made per group (or per individual member of the group, upon request).



If you make the payment on our secured payment gateway Onepay, an electronic invoice in VND is automatically sent to your email by the Onepay system. This invoice is considered as a legal part issued by Onepay in order to confirm the amount you have transferred. It is not the official invoice for the whole tour.

For vouchers, we will send you upon the total payment of the tour.

### **TERM 3 - UNUSED SERVICES**

Phu Binh Voyages will not reimburse for any services mentioned in the confirmed program, even if these services are not used.

### **TERM 4 - MODIFICATION OF TOUR**

All modifications will be subject to the following conditions:

- + The request of the modification must be sent more than 35 days before departure, by email to the unique address [info@phubinhvoyages.com.vn](mailto:info@phubinhvoyages.com.vn)
- + The Client and Phu Binh Voyages reach an agreement to modify the program with the service fee 50USD/request.
- + The Client confirms the modification of the program no later than 35 days before departure.

In case of the absence of the above conditions, Phu Binh Voyages has the right to reject your modification request(s) to ensure the quality of services and interests on both sides and the official program of the tour will be the final program that the Client has confirmed.

### **TERM 5 - CANCELLATION OF THE TOUR BEFORE DEPARTURE**

In all cases of cancellation after the tour confirmation, cancellation fee will be applied. These fees are variable, depending on the day you inform us by email via the unique address [info@phubinhvoyages.com.vn](mailto:info@phubinhvoyages.com.vn) or at our office on 5<sup>th</sup> floor, no. 68 Nguyen Hue Boulevard, 1<sup>st</sup> District, Ho Chi Minh City, Vietnam. The cancellation fees are as followed:

#### **5.1 - Services included in the program**

##### **5.1.1 - Services included in the program (except international tickets and visa).**

- + More than 30 days before departure: the cancellation fee is 30% of the total amount.
- + From 30 to 16 days before departure: the cancellation fee is 50% of the total amount.
- + From 15 to 01 days before departure: the cancellation fee is 100% of the total amount.

##### **5.1.2 - International tickets and visa:**

- + International tickets: the cancellation fees vary according to the cancellation condition of the airline company and that of Phubinh Voyages. These cancellation conditions will be mentioned in the flight tickets.
- + Visa: The cancellation fee is 100% of the total amount.

#### **5.2 - Services not included in the program: the cancellation fees are 100% of the total amount.**

### **TERM 6 - RESPONSIBILITIES**

**We promise to bring you the best possible services corresponding to your requests and your budget.** However, Phu Binh Voyages will be exempted from all responsibilities in the following cases: accidents, loss of property, flight delays or cancellation of flights, schedule changes or the Client's late presentation at the airport and force majeure (weather, natural disasters, epidemics, strikes, wars, etc.).

Activities of the Client not mentioned in our confirmed program are not the responsibility of Phu Binh Voyages.



#### TERM 7 - TRAVEL DOCUMENT

- + A valid passport at least six months after the end of the tour
- + Entry visa in Vietnam/Laos/Cambodia/Burma (except in case of visa exemption)

#### TERM 8 - RECLAMATION

Any reclaim relating to your trip must be made **within 10 days** from the end of your trip to Phu Binh Voyages by registered letter with acknowledgment of receipt or by email.

In case of complaint or dispute, Phu Binh Voyages and the Client negotiate amicably in order to make the most reasonable solution for both Parties. If Phu Binh Voyages and the Client cannot reach an agreement, **the Vietnam International Arbitration Centre (VIAC)** at the Vietnam Chamber of Commerce and Industry, in the position of intermediary (professionally called mediator), will resolve the issues between the two parties.

#### TERM 9 - INSURANCE

Before departure, all Clients who travel with Phu Binh Voyages must purchase an international travel insurance and complete assistance (personal assistance, medical expenses and insurance in case of accident, repatriation, baggage insurance, cancellation insurance, third party liability insurance, material and photo equipment insurance, etc.).

\*The information of Booking conditions published on our website <https://phubinhvoyages.com/> and in PDF version (having the signature of the Director of Phu Binh Voyages) are the same. In case of any differences between the two versions, the PDF version (with the signature of the Director of Phu Binh Voyages) constitutes the final legal basis.

*Issued on 17/01/2019*



A handwritten signature in blue ink, likely belonging to the Director of Phu Binh Voyages.



**CONTRACT**  
**ORGANISATION OF TOUR**  
**GROUP OF MR./MRS. .... (....PERSONS)**

Today, on ... / ... / 20..., the 02 parties of this contract are as followed :

**Party A : Group of clients**

Number of participants : .... persons  
Group representative : .....  
Address : .....  
Telephone number : .....  
Email : .....

**Party B : Phu Binh Voyages LLC**

Representative : **Mrs. TRAN Thi Hong Hoa** Position : Directrice  
Address : VIETCOMREAL TOWER, 5<sup>th</sup> Floor, 68 Nguyen Hue Boulevard, Ben Nghe Ward, District 1, Ho Chi Minh City, Viet Nam  
Telephone number: (84.28) 38906388 – Mobile : (84) 903918692  
Email : info@phubinhvoyages.com.vn  
Fiscal code : 0301424066  
The International Tour Operator Licence : 79-290/TCDL - GPLHQT issued by Vietnam National Administration of Tourism  
Website: [www.phubinhvoyages.com](http://www.phubinhvoyages.com)



Bank name : BANK FOR FOREIGN TRADE OF VIETNAM - HOCHIMINH CITY BRANCH  
Address : 29 BEN CHUONG DUONG, DISTRICT 1 - HOCHIMINH CITY - VIETNAM  
SWIFT CODE : BFTV VNVX 007  
Beneficiary company : PHUBINH VOYAGES  
Bank account number : 007.137.4517810  
Currency : US DOLLARS

The two parties agree to the following clauses :

**Clause 1 : Tour**

Party B is responsible for organising the tour, according to the detailed program that Party A confirmed through email ....., on .../.../20.... The program is attached to this contract.

**Clause 2 : Tour Price (in USD)**

The total price of this tour is : .....(In letters :.....).

**Clause 3 : Payment**

At the moment this contract is effective, Party A has to settle 30% of the total amount of the tour price. The amount should be transferred to the bank account of Party B.  
In particular : ..... x 30% = .....(In letters :.....).

The remaining 70% of the total amount of the tour price needs to be settled no later than 30 days before the departure date.

In particular : ..... x 70% = .....(In letters :.....).

**Clause 4 : Recompensation and responsibilities**

**Party A :**

1) Party A agrees to provide Party B with all information and documents needed such as scanned passports of all the participants (valid at least 6 months after the confirmed departure date) to allow Party B to proceed with reservations of services mentioned in the detailed program. Party B will not be held responsible for delay, incorrect and/or incomplete information as well as invalid passport transferred by Party A.

2) In case of tour cancellation, Party A needs to inform Party B using the same email that Party A used to confirmed the tour. In all cases of tour cancellation, a cancellation fee will be applied. The fee will vary depending on the departure date that is confirmed through mail or through text with Party B. The cancellation fees are as followed:

- + More than 30 days before departure: the cancellation fee is 30% of the total amount.
- + From 30 to 16 days before departure: the cancellation fee is 50% of the total amount.
- + From 15 to 01 days before departure: the cancellation fee is 100% of the total amount.

**Party B :**

1) In case Party B will not be able to provide all the mentioned services in the detailed tour program, a penalty amount should be negotiated and agreed by 2 parties to recompense for the loss and damage that Party A might suffer.

2) Party B will not reimburse for any services mentioned in the program, even if the services are not used by Party A.

3) Party B will not be held responsible in any unforeseeable events (epidemic, calamity, war, etc.) that badly affect the tour or in any cases relating to the client’s health during the tour trip.

4) Party B will not be held responsible for any consequences resulting from the delay international/local flights.



**Clause 5 : Dispute**

All dispute relating to the terms of contracts shall be arranged by 2 parties. If the 2 parties fail to reach an agreement, the dispute shall be settled at the Court of Vietnam following the Law of Vietnam.

**Clause 6 : Validity**

All the booking conditions presented on <https://phubinhvoyages.com/> constitute an integral part of this contract.

This contract shall become effective upon the date this contract is signed by Party B.

All modifications relating to this contract shall be notified through mail and agreed by 2 parties.

*Ho Chi Minh City, on ..../..../20....*

**PARTY A  
GROUP OF CLIENTS**

**PARTY B  
PHU BINH VOYAGES LLC  
Directrice**

**Mr./Mrs. ....**

**Mrs. TRAN THI HONG HOA**