

Terms & Conditions

The stipulated terms and conditions herein are universally applicable to all bookings conducted with the various countries represented by Kavaya Travel Group, as well as affiliated entities such as Travel Indochina and Focus Asia Japan.

1. CONFIRMATION

All requests for reservations or amendments will be acknowledged and confirmed within a 48-hour timeframe. In instances where immediate confirmation is not feasible, the status of the booking will be communicated promptly via email or other means of communication.

2. BOOKINGS

KAVAYA TRAVEL GROUP maintains Representative Offices across various global locations. For all bookings related to destinations such as Vietnam, Laos, Cambodia, Indonesia, Myanmar, Thailand, South Korea and Japan, our exclusive legal partner is the local KAVAYA TRAVEL GROUP office in each respective country. However, for matters pertaining to Malaysia, Philippines, and Singapore, KAVAYA TRAVEL GROUP Vietnam serves as the designated legal partner.

3. VALIDITY OF PRICING

The rates provided in our proposal are valid as of the proposal's issuance date and are subject to acceptance within a reasonable timeframe. Prices are subject to change if the agent delays acceptance beyond what is deemed common and reasonable. While a specific timeframe is not explicitly mentioned, it is expected that acceptance occurs within an appropriate duration. We reserve the right to alter and adjust prices until our proposal is officially accepted by the agent. Your prompt consideration and acceptance of the provided rates are appreciated to ensure the accuracy and applicability of the proposed pricing.

4. GENERAL CONDITIONS

The quoted prices are applicable within the specified validity period outlined in the quotation. If a passenger is unable to participate in the journey due to non-compliance with passport, visa, customs, health, or currency requirements of individual countries, KAVAYA TRAVEL GROUP reserves the right to levy corresponding cancellation fees on the client. When Focus Asia agrees to facilitate the procurement of visas and/or similar documents, it does so as a representative of the client. Any risks arising from the rejection of such documents by the respective government shall be the sole responsibility of the organizer.

5. PAYMENT

Complete settlement must be received no later than **30 days** prior to the scheduled arrival of guests for destinations including Vietnam, Cambodia, Laos, Myanmar, Thailand, and Indonesia.

In the case of Japan, South Korea Singapore, Malaysia, and the Philippines, payments should be received no later than **35 days** prior to guest arrival, unless otherwise explicitly agreed upon in writing.

Payment is to be executed through a bank transfer to the specified account of KAVAYA TRAVEL GROUP or associated company. Payments to be made the account as indicated on the invoice, with all associated bank charges borne by the payee. Failure to receive full payment by the stipulated due date grants us the right to cancel the booking, and relevant cancellation penalties will be applicable. Any payment overdue by more than 30 days will be subject to an interest fee of 4% per annum.

Kindly be advised that delays in payment may lead to increased prices. Presently, suppliers necessitate timely payments on the specified due dates, and failing to comply grants them the right to adjust rates, resulting in price increases beyond our control. We earnestly request strict adherence to the due dates mentioned on our invoices.

Should adjustments be required, we encourage agents to promptly contact their designated sales representative for further discussion and resolution. Your cooperation in adhering to the outlined payment schedule is crucial to maintaining pricing integrity and supplier relations.

6. DEPOSIT PAYMENTS

There are various deposit payment scenarios based on the nature of the booking:

- a) Typically, no deposit payments are required for FIT (Free Independent Traveler) bookings.
- b) For FIT bookings, a deposit may be necessary when the booked suppliers, such as specific cruise lines or train services, mandate a deposit payment. The conditions regarding the refundability of such deposits will be communicated to you at the time of booking.
- c) Similar conditions may apply for hotels that request a deposit to secure bookings.
- d) All Group bookings to Japan and South Korea are subject to a 15% refundable deposit upon confirmation.
- e) Deposit payments for other group bookings are contingent upon the deposit requirements stipulated by the respective supplier.
- f) In the case of group bookings, we retain the right to impose a non-refundable deposit for flight reservations. This provision becomes effective when the immediate blocking and payment of a specific number of seats are required. Further details can be found in paragraph 8.
- g) Please take note of payments for flight tickets as described in paragraph 7.

7. FLIGHT AND TRAIN BOOKINGS

To ensure a seamless ticketing process, KAVAYA TRAVEL GROUP recommends promptly issue flight tickets following the dispatch of the booking confirmation. It is imperative that KAVAYA TRAVEL GROUP receives, at the time of booking, the complete and accurately spelled names of all travelers as per their passports. It is the responsibility of each tour operator to meticulously review the names provided in our booking information and notify us within 7 days of receiving the booking confirmation regarding any errors or necessary changes to the travelers' names.

Any additional costs incurred by KAVAYA TRAVEL GROUP from airlines due to name changes after this 7-day period will be invoiced to the tour operator. For bookings with arrivals less than 30 days after our booking confirmation, a reduced deadline of 2 days is applicable. It is important to note that upon ticket issuance, airlines will endorse a cancellation charge, and the full amount is to be borne by the agent, irrespective of our official cancellation policy. The cancellation fees mentioned below remain unaffected by this regulation.

KAVAYA TRAVEL GROUP will invoice all flights immediately after the booking confirmation and will issue tickets only after receiving the respective payment. Any delay in payment might lead to higher flights prices or worst case to an unavailability of the requested flight.

Certain trains, particularly in Japan, and the Japan Rail Pass may necessitate prepayments for group bookings to secure seats. KAVAYA TRAVEL GROUP will inform the agent of such prepayments, and agents are required to remit these prepayments in addition to the regular deposits mentioned in paragraph 6.

8. CANCELLATION

Cancellation of a reservation will only be acknowledged and considered valid upon receipt of written notice.

All countries:

- 31+ days - no cancellation fees
- 15 to 30 days before arrival date - 10% of tour price
- 7 to 14 days before arrival date - 20% of tour price
- 1 to 6 days before arrival date - 50% of tour price
- No Show - 100% of tour price

Myanmar:

- 46+ days - no cancellation fees
- 45 to 30 days before arrival date - 20% of tour price
- 29 to 14 days before arrival date - 40% of tour price
- 13 to 1 days before arrival date - 75% of tour price
- No Show - 100% of tour price

Japan / South Korea:

- 46+ days - no cancellation fees
- 45 to 30 days before arrival date - 20% of tour price
- 29 to 14 days before arrival date - 40% of tour price
- 13 to 1 days before arrival date - 75% of tour price
- No Show - 100% of tour price

Special cancellation fees, if specified in the quotation, shall be applicable. Furthermore, KAVAYA TRAVEL GROUP reserves the right to assert losses beyond the standard cancellation fee, provided evidence of such losses is substantiated. In such cases, the client may contest the excess charges by providing evidence to KAVAYA TRAVEL GROUP demonstrating either the absence of a loss or a significantly lower incurred loss. KAVAYA TRAVEL GROUP is authorized to pass on any additional costs incurred from service providers, such as fees for unoccupied beds or seats, to the client. Should a specific

supplier impose a cancellation charge differing from the stated KAVAYA TRAVEL GROUP cancellation policy, the agent is obligated to bear such charges, and it supersedes our policy. The agent will be informed of such cancellation policies at the time of confirmation.

9. CHILD POLICY

In the context of airline bookings, children under 12 years of age accompanying their parents will be subject to charges amounting to 90% of the adult fare. It is important to note that if an airline is selected that does not offer specific child fares, the entire adult fare will be applied for the child. For package tours, when one or two children under 12 years of age share a room with their parents, utilizing existing bedding, they will incur charges equivalent to 70% of the adult tour price. Any specific conditions applicable will be determined on a case-by-case basis.

10. INDEMNITY AND FORCE MAJEURE

In the event of unpredictable events or force majeure circumstances against which we are powerless or which are beyond reasonable control, either party shall be released from its obligations without compensation. Force majeure events include, but are not limited to, acts of nature, war, terrorism, government regulations, strikes, and other unforeseen occurrences. The party affected by such events commits to promptly inform the other party through all available means to mitigate potential loss or damage.

11. COMPLAINTS

Any complaints arising from our services must be formally lodged within a period of four weeks following the client's return. Such complaints should be submitted through the designated and proper channels to ensure a timely and effective resolution. Failure to adhere to this specified timeframe may render the complaint void, and the company reserves the right to consider the matter concluded. We encourage clients to utilize the prescribed channels for their grievances to allow us the opportunity to address and rectify concerns in a prompt and efficient manner.

12. RESPONSIBILITY

KAVAYA TRAVEL GROUP operates as an intermediary facilitating services between airlines, hotels, transport operators, and local tourist offices. Consequently, KAVAYA TRAVEL GROUP bears no responsibility for any loss, injury, or damage sustained by passengers, even those occurring outside the prescribed touring programs. Additional expenses resulting from delays, accidents, natural disasters, political actions, or unrest are the sole responsibility of the traveler. The participation in any tours implies complete agreement with the conditions by all parties involved. The designated place of jurisdiction for any legal actions against KAVAYA TRAVEL GROUP shall be Ho Chi Minh City, Vietnam.

13. SEVERABILITY CLAUSE FOR TOUR BOOKING

In the event that any provision of these tour booking terms and conditions is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalidity or unenforceability of any individual provision shall not impact the validity or enforceability of the remaining provisions within this agreement. The parties hereby express their intention that, should any provision be found invalid or unenforceable, the agreement be construed as though such invalid or unenforceable provision never formed part of this document. The parties also commit to engaging in good faith negotiations to substitute any such void or unenforceable provision with a valid and enforceable provision that best aligns with the original economic and legal objectives. This severability clause is integral to these terms and conditions, and the agreement is intended to be interpreted and enforced as if such clause were expressly included therein.