



FCM Vietnam Travel Services

Please read these Booking Conditions carefully. You must not make any booking unless you understand and agree with these Booking Conditions. The person making the booking will be deemed to have accepted these Booking Conditions on behalf of all travelers named in the booking.

Reference to “us”, “we”, “our” and “FCM” mean FCM Travel Solutions trading as FCM, as partner of Indochina Tourist and Trade Co.,Ltd, company tax number 0301449173. Our registered address is 45 Truong Dinh Street, District 3, Ho Chi Minh City, Vietnam.

Understanding these Booking Conditions

The provider of our travel service will have its own terms and conditions (such as airline conditions of carriage or accommodation or car hire terms). All such terms and conditions (including limitations of liability) apply to these Booking Conditions for each travel service you book through us and, accordingly, a reference to “these Booking Conditions” shall mean the terms and conditions set out herein, the terms and conditions set out in your credit account approval letter (if applicable) and all terms and conditions of any provider of your travel services. To the extent of any inconsistency between a travel service provider’s term and condition is deemed to be invalid or unenforceable. Your travel service providers will be identified on your itinerary or travel documents and their respective terms and conditions will be available directly on their websites or by contacting them. You must read all applicable travel service provider terms and conditions carefully because in every case they will apply to the provision of your travel services.

Prices

Where we provide you with a quote for a scheduled airline ticket, the price shall be valid until close of business on the day of the quote or such shorter time we may specify (excluding airline taxes, which are subject to change and may be re-quoted at the time your booking is confirmed) In all other cases, prices are subject to availability and can be withdrawn or changed without notice. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact your consultant for up to date prices.



Payment terms

Credit Card payments will be taken at time of booking/invoice and will incur merchant fees. You will need to come in person to the FCM office to make the payment by credit card.

Credit card surcharges of 3% for Visa and MasterCard and 4% for AMEX will apply when paying by credit card. You authorize us to charge all fees incurred by you in relation to the services provided to the credit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand. You indemnify us against any loss that may be experienced by us due to any fraudulent use or otherwise of that credit card.

Payments by One-Pay:

Please note that OnePay takes up to 4 business days to process. If you are paying by this method you will need to make the payment at least 4 business days prior to the actual due date. The consultant will create an online OnePay notification and will be sending to your email. Credit card surcharges of 4% for Visa and MasterCard will apply when paying by credit card. (Amex card is not allowed). You must notify your consultant of your payment once it has been made. FCM will check the amount in our account and will notify you when your payment has been done. Credit amount higher than USD500, each credit card holder will be checked upon payment.

Credit accounts must be settled by the 15th day of the following invoicing and will at all times be subject to the terms and conditions set out in your credit account agreement. We will provide an invoice for each service at the time of booking, or as otherwise requested by you. For your convenience, we also provide monthly or bi-monthly statements for all travel period.

Credit accounts may be settled by bank transfer. If you are paying by transfer, you agree not to stop payment even when you cancel a booking. You agree that we may apply the proceeds of the transfer to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.

We may charge statutory interest and compensation for debt recovery cost under late payment legislation for all overdue amounts.

Supplier Change and Cancellation Fees

Cancelled bookings may also incur supplier fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Supplier fees may also apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier cancellation fee for any booking which you change or cancel, you agree to indemnify us for the amount of that fee. Where you seek a refund for a cancelled booking for which payment has been made to the supplier, we will not provide a refund to you until we receive the fund from that supplier.

If you have purchased a return flight, multi-stop or round the world flight and you do not check in on a confirmed flight, the airline will register you as a 'no show' and your ticket on your subsequent flights will be cancelled. Please contact your consultant as soon as possible if you do not intend to check-in for a confirmed reservation in these circumstances.

Our Change and Cancellation Fees

The following fees apply if we change or cancel any bookings (including online bookings and bookings made with a consultant) at your request:

Changes to Domestic/Trans-border bookings will incur a fee per passenger per booking as specified in your service agreement in addition to supplier fees.

Cancellations to Domestic/Trans-border bookings will incur a fee per passenger per booking as specified in your service agreement in addition to supplier fees.

Changes to International bookings (excluding Trans-border bookings) will incur a fee per passenger per booking as specified in your service agreement in addition to supplier fees.

Cancellations to International bookings (excluding Trans-border bookings) will incur a fee per passenger per booking as specified in your service agreement in addition to supplier fees.

If you wish to change or cancel flights booked online, you may contact us directly. Any fees for such change or cancellation must be made via credit card and will attract the applicable credit card surcharge or as per your agreement.

Schedule Changes

We recommend that you contact the airline to confirm your scheduled departure time 24 hours prior to your flight.

Taxes

Airline taxes are subject to change and are confirmed at the time your airline ticket is issued. There may also be a local tax charged at some airports.

Passports & Visas

All travellers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return. Some countries also require a machine-readable passport and / or unstamped available pages. When assisting with an international travel booking, we will assume that all travellers on the booking have a valid passport. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments, delay or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility (except to the extent caused by fault on our part).

If you need information regarding visas, passports and other travel document requirements for your trip, please contact your consultant. We can provide you with general information on visa and passport requirements that apply to international travel bookings you make with us. Our consultants can obtain more specific information from an external visa advisory service provider on your behalf (if you wish, we can assist you to obtain visas through this external service and fees will apply). We do not warrant the accuracy of visa and passport information provided by any external service and accepts no liability for any loss or damage which you may suffer in reliance on it. (Except to the extent caused by fault on our part)

If you are travelling to the United States please see <https://esta.cbp.dhs.gov> for important information regarding compulsory pre-registration for their visa waiver program (“ESTA”). If you have registered before, please check your registration is valid and has not lapsed. Please note, you may not meet the eligibility requirements of ESTA and may be required to obtain a visa.

Travel Insurance

For all travel we strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Travel insurance is also strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. It is your responsibility to ensure you have valid travel insurance that covers and is appropriate for your needs. We will not be liable for any loss you incur if and insofar as you are able to claim for damages under a travel insurance policy. We are an authorized representative of AIG Travel Insurance Company. We can arrange travel insurance for you or provide you with a quote or general information about the travel insurance option available to you.

Travel Advice

We recommend that you contact the Department of Foreign Affairs and Trade or on a website outside Vietnam at www.smartraveller.gov.au for general travel advice, as well as specific advice (including safety level alerts) relating to the destination you wish to visit.

Health

You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and to ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. We would be happy to provide you details of travel clinics on request.

Agency

When you make a booking with us, you acknowledge and agree that we will act as an agent for the relevant transport, accommodation or other travel service provider and other service providers, such as airlines, coach, rail and cruise line operators as well as all of our wholesalers. Our obligation to you is to (and you expressly authorize us to) make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. All bookings are made on your behalf subject to the terms and conditions including conditions of carriage and limitations of liability imposed by these service providers. Your legal rights in connection with the provision of travel services are against the specific provider and except to the extent a problem is caused by fault on our part are not against us. Specifically if for any reason (excluding fault on our part), any travel service provider is unable to provide the services for which you have contracted your remedy lies against that provider and not against us.

Liability

We exercise care in the selection of reputable travel service providers but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties. We are responsible to ensure that we process your booking with reasonable skills and care and, accordingly, our liability to you (except for fraud or death or personal injury caused by our negligence) will be limited to supplying the relevant service again or paying the cost of having the relevant service supplied again. Our liability will also be limited to the extent that any relevant international conventions, for example, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect



of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage.

In no event do we accept any liability in contract, tort or otherwise, for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by the act, omissions or default, whether negligent or otherwise, of third party providers over whom we have no control or which is beyond our control or which is not preventable by reasonable diligence on our part. We also do not accept any liability in contract, tort or otherwise, for consequential loss (meaning indirect loss, loss of revenue, loss of reputation, loss of profits, loss of actual or anticipated savings, lost opportunities, including opportunities to enter into arrangements with third parties or loss or damage in connection with claims against you by third parties) howsoever caused in connection with your booking.

Special Requirements

Please liaise with your consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access. Please understand that travel service providers may not be able to accommodate every request.

Frequent Flyer

When booking with one of our consultants, please let them know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. If you are booking online, please insert these details in the space provided for inclusion in your booking. Please check your frequent flyer program (or other applicable loyalty program) for the specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking. Any loyalty program discrepancies in relation to your booking must be communicated to us within six months of your flight departure date.

Travel Documents

Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a travel service provider. Travel documents may be subject to certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable, non-transferable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport/photo identity holder. An incorrect name on a booking may result in an inability to travel on that booking and the booking being cancelled. Please review your travel documentation carefully and advise us immediately of any errors in names, dates and timings. You must ensure you have all your travel documents and e-tickets prior to travel. As a general rule your travel documents will be available for collection 2 weeks prior to departure, however this will depend



on your individual arrangements. Please contact your consultant to confirm when your travel documents are ready for collection. Please let us know if you have not received any required documentation.

Please note that a flight described on your travel documents and/or itinerary as “direct” will not necessarily be non-stop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions and operational requirements.

Baggage

Carriers publish baggage allowances applicable for carriage over their own services. Allowances include cabin baggage and checked baggage. These allowances tend to be based on a weight allowance or a piece system. We recommend you check your baggage allowance carefully, as you may incur a charge for the carriage of baggage in excess of their free baggage allowance. Carriers also publish baggage safety notices, which detail items that cannot be carried or can only be carried in checked baggage. Again, we recommend you ask your chosen carrier about the applicable baggage safety requirements.

Privacy Policy

We are committed to protecting your employees’ personal information and agree to process such information in accordance with our Privacy Policy, which is available online at <http://www.FCM.travel/FCM-privacy-policy>. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing and otherwise processing that information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances (such as where you request us to book international travel for your employees), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is managed or based. We may also disclose your personal information to our overseas related entities, partners and to service providers who perform services for us within and outside of Vietnam. Generally, we will only disclose your personal information to these overseas recipients in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including all overseas recipients), you agree that the recipient may be located in a country with laws that do not protect personal information as stringently as those in Vietnam. We will use commercially reasonable efforts to ensure the recipients’ compliance with the privacy /data protection laws by which we are bound. However, we deal with thousands of travel service providers around the world (some of which are very small operations or are located in countries with laws, and/or in regions with technology, which may not be as advanced).



Therefore, with the exclusion of our overseas related entities with whom we share personal information, we cannot control the privacy practices of all overseas recipients to whom personal information may be disclosed and, accordingly, where your requested travel arrangements require that personal information be sent to an overseas recipient (other than any of our overseas related entities or partners), you agree that FCM will not be liable or accountable for how those recipients handle such information. We encourage you to review the privacy policies of any third party service provider whose services we arrange on your behalf. If you or any of your employees have any objections to personal information being disclosed to an overseas recipient, please let us know.

Money not held on trust

All money paid by you to us will be our property and will be a debt due and payable to the travel service supplier. Once the services to which the money relates have been provided (except for monies paid for flights with an IATA airline, which might be held on trust for that IATA airline). You agree and acknowledge that such monies will not be held by us on trust for or on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer monies.

Third party rights

A person who is not a party to these Booking Conditions shall have no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of these Booking Conditions. This paragraph does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Anti-bribery and corruption

Each party shall comply, and shall ensure that each of its employees, officers, directors, contractors and agents complies with all applicable laws, regulations, codes and sanctions, including but not limited to anti-bribery and corruption, foreign corrupt practices and anti-terrorism laws and specifically the Criminal Code Act 1995 (Australia), The Bribery Act 2010 (UK) and the Foreign Corrupt Practices Act 1977 (USA). Neither party shall engage in any course of conduct that would cause the other party to be in violation of the laws of any jurisdiction, including, without limitation, the laws, regulations, codes and sanctions referred to in this clause. Each party shall ensure that it has in place and maintains policies and procedures adequate to prevent bribery and terrorism and to ensure compliance with applicable laws, regulations, codes and sanctions referred to this clause. Each party shall, and shall ensure that each of its employees, officers, directors, contractors and agents shall uphold the highest standards of business ethics and conduct, and undertake not to give or receive any advantage that could be perceived as payment or receipt of bribe, not to make facilitation payments and not to bribe a foreign public official.



EU Community List

We are required to bring to your attention the existence of a 'Community List', which contains details of air carriers that are subject to an operating ban within the EU. The Community List is available for inspection at www.ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm. Please see more information online regarding travel safety.

These terms were last updated on 19 October 2015.