

CONTRACT OF TOURISM

This contract is between

PARTY A

"VietnamStay", a brand of AURORA TRAVEL COMPANY LIMITED (Business License: 0101418650), having its registered address at P104-D10, Thanh Cong Ward, Ba Dinh District, Hanoi, Vietnam, and office address at Level 4, VINARE Building, 141 Le Duan, Hoan Kiem, Hanoi. VietnamStay acts as the provider of travel services in Vietnam, Cambodia, Laos, and Thailand.

And

PARTY B

The undersigned traveler. the "Client" or the "Tourist".

1: APPOINTMENT AND SCOPE

- 1.1 VietnamStay agrees to arrange and provide the travel services set out in the booking confirmation and final itinerary for the Client.
- 1.2 Services may include, as applicable, accommodation, transportation, activities, guiding services, meals, and other travel-related services supplied by VietnamStay and by third-party service providers contracted by VietnamStay.
- 1.3 VietnamStay will confirm services within 48 hours after receiving a complete booking request, subject to availability.

2: CLIENT INFORMATION AND TRAVEL DOCUMENTS

- 2.1 The Client must provide complete and accurate information for all travelers, including full names as shown on passports, nationalities, dates of birth, and arrival/departure details, not later than 7 days prior to the start of services unless otherwise agreed.
- 2.2 The Client is responsible for securing and holding valid passports, visas, health certificates, vaccinations, travel insurance, and any other documents that may be required by authorities in the places of travel.

3: PRICES AND INCLUSIONS

- 3.1 Quoted prices are inclusive of applicable VAT and service charges, unless stated otherwise in writing. Bank transfer fees and any intermediary bank fees are borne by the Client.
- 3.2 The services and inclusions will be as stated in the final itinerary and service voucher. Items not explicitly listed as included are excluded.

4: PAYMENT TERMS

4.1 All payments are to be done from the client to Decathlon.

5: CANCELLATION AND AMENDMENT POLICY AND CHARGES

In practice, VietnamStay always does its best to minimize cancellation penalties for our guests, but we must abide by the cancellation policy of each service provider.

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	Low season 01 May – 30 Sep	High season 01 Oct – 30 Apr
More than 30 days prior to the guest's arrival day	5%	5%
From 21 to 30 days	10%	20%
From 11 to 20 days	30%	50%
From 10 to 03 days	50%	75%
Within 02 days or no show	100%	100%

*Please be advised that during **Peak Season** (Christmas and New Year) and during **Public Holidays** different cancellation policies may apply. The cancelation policy for such period will be informed to client(s) case by case.*

6: AMENDMENTS BY THE CLIENT

6.1 All cancellation and amendment requests must be made in writing.

6.2 Amendments are subject to availability and any additional charges imposed by suppliers. VietnamStay will advise the Client of such charges before processing changes.

7. AMENDMENTS OR CANCELLATION BY VIETNAMSTAY

7.1 If VietnamStay needs to make a material change before departure, the Client will be informed as soon as reasonably possible and offered, where feasible, an equivalent or higher standard alternative, or a refund of the affected component.

7.2 If a service cannot be provided due to force majeure or events beyond VietnamStay's control, VietnamStay will make reasonable efforts to provide suitable alternatives. Refunds will be subject to supplier terms.

8. FORCE MAJEURE

VietnamStay is not responsible for loss, injury, delay, or additional expenses caused by events beyond its control, including but not limited to acts of God, natural disasters, epidemics, strikes, wars, civil disturbances, governmental actions, adverse weather, technical or maintenance issues of transport, or similar events.

9. RESPONSIBILITY, LIMITATION OF LIABILITY, AND INSURANCE

9.1 VietnamStay exercises due care in selecting and contracting third-party suppliers, but does not control their operations and shall not be liable for acts or omissions of such suppliers.

9.2 The Client acknowledges that travel entails inherent risks. The Client accepts responsibility for personal decisions, acts, and omissions.

9.3 VietnamStay's liability, if any, shall not exceed the amount actually paid by the Client for the affected services.

9.4 The Client is strongly advised to purchase comprehensive travel insurance covering trip cancellation, medical expenses, personal accident, personal effects, and liability.

10. COMPLAINTS

If the Client has a complaint during the trip, the Client should notify VietnamStay or the local representative immediately so that VietnamStay can attempt to remedy the matter promptly. If the issue is not resolved on the spot, a written complaint should be sent to VietnamStay within 15 days of the end of services.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Contract is governed by the laws of the Socialist Republic of Vietnam.

11.2 Any dispute arising from or in connection with this Contract that cannot be resolved amicably will be submitted to the competent courts of Vietnam. Court and legal fees are borne by the party determined by the court to be at fault.

12. MISCELLANEOUS

12.1 No modification of this Contract will be valid unless made in writing and signed or confirmed in writing by both parties.

12.2 If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.