



Asia
my Way

THAILAND LAOS CAMBODIA VIETNAM
JAPAN SOUTH KOREA TAIWAN

General Terms & Conditions of Sale

Guarantees & Payment Terms

Exchange Rate Guarantee:

The prices indicated on the programs/quotes are per person and in US dollars, unless otherwise specified.

The budget amount has been calculated based on the exchange rate of the local currency on the day the program was sent. This exchange rate and its validity are specified in the customer proposal.

In order to secure the price of the trip, AMW has set up a partnership with a financial institution that implements a mechanism called "forward currency purchase." This allows the company to guarantee a fixed exchange rate, eliminating any risk associated with currency fluctuations.

This service guarantees travelers that the exchange rate agreed upon at the time of booking (confirmation of the file) will be maintained, even if significant variations occur before final payment.

Total Guarantee of Funds Deposited (TGFD):

The TGFD is an obligation to guarantee all advance payments made by travelers (deposits and balances), which are used by the agency to secure reservations.

The total guarantee of funds deposited is a mechanism designed to protect travelers. It requires our company to manage funds—particularly deposits—in a specific manner and to act with transparency.

AMW guarantees that all deposits paid by travelers are transferred and protected in term accounts.

Payment terms:

The price of the trip is inclusive of compulsory fees which cannot be dissociated: travel design fee, tour operation fee and processing fee.

Upon registration, the customer must pay a deposit of 35% (for South-East Asia travelers), 40% (for Asia-Pacific travelers) of the total amount of the invoice.

Airline tickets are not included in the deposit amount. They must be paid in full at the time of booking.

The balance is payable two months before the date of arrival at the destination.

In the case of short-term bookings (less than 2 months before departure), and unless otherwise agreed, the total amount of the invoice must be paid upon final registration.

To confirm their registration with AMW, all travelers must agree to provide a copy of their passport.

Duties & Responsibilities

Duties of travelers:

All travelers must fulfill the following obligations:

- Provide AMW with authentic and valid personal information;
- Ensure that they are in good health to participate in the planned trip. In the event of a health problem that could cause difficulties in completing the trip, travelers are required to inform AMW of their health condition by agreeing to this contract, so that the trip can be adapted if necessary;
- Take care of their luggage and personal belongings during the trip. The trip organizer will not be held responsible for any loss or damage to these items (in most cases, this is the responsibility of the carriers or hoteliers; loss, damage, or destruction of luggage is covered by travel insurance);
- Be respectful of the religion, customs, and traditions of the region visited. If travelers are found to be responsible for an incident arising from their failure to comply with this obligation, they shall be held fully liable.

Responsibilities of AMW:

The tour operator must fulfill the following obligations:

- Provide travelers with a clear description of their trip, including the price and what is included and excluded.
- Provide the services specified in the itinerary description. In the event of a breach of this duty, AMW undertakes to reimburse travelers for this damage as soon as possible on the basis of an agreement with the travelers.
- Provide the necessary assistance to travelers in the event of bodily injury or any other incident. AMW shall not be held liable for any damage caused by travelers during the trip, which must be covered by insurance taken out personally and prior to the trip.

Asia My Way Co. Ltd.,

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- As per the General Data Protection Regulation, all passport copies sent will be safely deleted once the travelers have returned home and all contractual transactions have been settled.

Exclusion of liability:

We shall not be liable if the non-performance or incomplete performance of the contract or damage is due to negligence on the part of the customer before or during their trip, to unforeseeable or unavoidable negligence on the part of a third party not involved in the agreed contractual service, to force majeure or an event that is unforeseeable or unavoidable by us, the intermediary or the service provider despite the care taken. In all these cases, any obligation to pay damages on our part is excluded.

Modification & Cancellation of the Contract

Modification of the contract with the agreement of the travelers and AMW:

AMW reserves the right to modify, in the interest of travelers, the travel program or certain agreed services (e.g., accommodation, mode of transportation, airlines, flight times, etc.) in the event of force majeure or if unforeseeable or unavoidable circumstances so require. AMW will do its utmost to offer travelers a replacement service of equivalent quality. AMW will inform them as soon as possible of any such changes and their possible impact on the price. Any modification of this contract between travelers and AMW must be made in writing and brought to the attention of all parties.

Modification of the contract without agreement between the travelers and AMW:

Any contract changes not agreed between the travelers and AMW must be paid for by the person who caused the change. AMW may modify the program of certain services for legitimate reasons, provided that this does not result in a significant change to the program or the nature of the trip. If a change to the program affecting a significant part of the agreed trip occurs during the trip, AMW will compensate travelers for the material loss between the price paid for the agreed trip and the price of the services provided. However, changes to the program do not entitle travelers to claim damages or compensation.

Cancellation of the trip by the customer:

In the event of cancellation of the trip, the following conditions apply:

- between 60 and 31 days before the group's arrival, 35% of the services booked will be charged,
- between 30 and 22 days before the group's arrival, 50% of the services booked will be charged,
- between 21 and 15 days before the group's arrival, 75% of the services booked will be charged,
- less than 14 days before the group's arrival, 100% of the services booked will be charged.

The date of cancellation shall be determined by the date of receipt of the traveler's cancellation notice by email.

All costs incurred as a result of a change or cancellation of the trip by the customer after the start of the trip are entirely at the customer's expense and cannot give rise to any refund from AMW, including for services not provided as a result of such changes or cancellation.

If travelers are forced to cancel the trip, they may designate a replacement traveler. The replacement traveler must accept the contract under the stipulated conditions. If a replacement traveler signs the contract, the traveler who canceled and the replacement traveler are jointly responsible for paying the total price of the trip. If the replacement traveler is designated too late (less than 21 days before the departure date) or if they are unable to take part in the trip due to travel conditions, official regulations, legal requirements, etc., the cancellation will be considered a cancellation.

If, in urgent cases (e.g., illness or accident of the person concerned, serious illness or death of a relative), the traveler is forced to interrupt the trip prematurely, the price of the trip mentioned below cannot be refunded.

Any cancellation of a trip must be justified by a force majeure event that prevents one or more members of the travel group from traveling. Proof justifying the cancellation of the trip must be sent to AMW within one month of the cancellation.

If one or more travelers cancel the tour and the rest of the travelers continue with the trip, the travel costs will be recalculated based on the number of confirmed travelers.

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Complaints:

If the services provided do not correspond to what was agreed in the contract or if travelers suffer damage, travelers are required to contact our local representative or AMW directly and without delay.

The complaint and request for reimbursement must be sent to us in writing within 30 days of the date of return from the trip, accompanied by a written report from the local agency or guide and any supporting documents. If the customer does not report the defect or damage during their trip, they lose their rights to assistance, personal intervention, cancellation of the contract, etc. The same applies if no written/email complaint is received by AMW within the prescribed period.

Specific Conditions for Cancellation of Travel in relation to the Covid19 pandemic

We are offering these cancellation guarantees as part of our "plan your trip with peace of mind" campaign to all our travelers in order to make it easier for everyone to make a decision.

We want to encourage travelers to commit by committing ourselves, guaranteeing the possibility of canceling the trip at no cost in the event of a resurgence of the pandemic in Asia.

Do insurance companies offer insurance against pandemic-related risks?

Insurance companies have updated their offerings to reflect the current situation, but they do not cover all risks.

For risks that are not covered by insurance companies, our hotel partners, our guides, our transport providers, and ourselves, we offer to insure them so that travelers have comprehensive coverage and all situations are taken into account.

What is covered by the insurance company:

- Coverage in the event of Covid infection, especially before departure;
- Coverage in the event of inability to board following a body temperature check if the temperature is deemed too high by the authorities or the airline;
- Coverage of extended stay costs if the authorities impose an unexpected quarantine on site;

- Coverage of the return flight home if travelers have to interrupt their trip prematurely for health reasons in the destination country and upon official and express request from their government to leave the country;
- 24/7 medical teleconsultation service included (except with the Cancellation option)

What is covered by AMW:

- Coverage if the destination country, faced with a resurgence of the pandemic, closes its borders or presents a proven health risk (as defined by the European Community);
- Coverage if the country of origin, faced with a resurgence of the pandemic, imposes a ban on leaving the country;
- Coverage if the destination country, noting a resurgence of the pandemic in the country of origin, prohibits nationals of that country from entering its territory.
- In all cases, the traveler is insured and reimbursed either by us or by the insurance company.

We remind travelers that it is necessary to take out travel insurance that covers all other risks not related to the pandemic.

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