

TERMS AND CONDITIONS

Booking Procedures

The AGENT must provide the guests' details such as full name as listed in the passport, visa number, check-in date, check-out date, airline name and flight number. On receiving the guests' information from The AGENT, The HOTEL's reservation will confirm the booking on the same day whenever possible or within 16 working hours of receiving the Booking in writing (email/facsimile). The guest must bring with them valid vouchers issued by The Agent as proof for check-in. If the guest has no such document, valid passport is used to authenticate the identity of the guest.

Amendment/Cancellation Condition

Amendments or cancellations must be made in writing by The AGENT and confirmed in writing by the HOTEL. Failure to do so will not be accepted in case of a dispute. All cancellations are subjected to charges as per The Agreement, unless otherwise stated. Any refund shall be processed between The AGENT and The HOTEL only.

FIT Payment and Cancellation Policy

Full payment must be made latest 30 days after guest check-out.

All cancellations must be made in writing. Cancellations within 30 days or less prior to check-in are subjected to the following fees:

Between 30 days and 22 days before check-in:	15 % of total net cost
Between 21 days and 15 days before check-in:	25 % of total net cost
Between 14 days and 8 days before check-in:	50 % of total net cost
Between 7 days and 48 hours before check-in:	75 % of total net cost
Less than 48 hours before check-in:	90 % of total net cost
No-show on the day of check-in:	No refund

Group Payment and Cancellation Policy

Group bookings are considered from 8 rooms requested and above.

A 30% deposit equivalent to the total invoice must be paid upon confirmation of the group booking. Payment for the balance of the invoice must be paid in full latest 21 days prior to check-in. If the group is booked less than 21 days from check-in, full payment is required to secure the booking.

All cancellations must be made in writing and are subjected to the following fees:

10% or less of the group cancel the hotel booking:

More than 30 days before check-in	No cancellation charge
Between 30 and 15 days before check-in:	10 % of total net cost
Between 14 days and 8 days before check-in:	25 % of total net cost
Between 7 days and 48 hours before check-in:	50 % of total net cost
Less than 48 hours before check-in:	90 % of total net cost
No-show on the day of check-in:	No refund

11% or more of the group cancel the hotel booking:

	PERCENTAGE OF CANCELLATION				
	11% to 30%	31% to 50%	51% to 70%	71% to 90%	91% to 100%
Up to day 61	0%	10%	10%	25%	25%
Day 60 to 31	10%	10%	25%	50%	50%
Day 30 to 21	25%	25%	50%	75%	90%
Day 20 to 8	50%	50%	75%	90%	100%
Day 7 to 2	75%	75%	90%	100%	100%
Day 1 or No Show	90%	90%	100%	100%	100%

Payment Procedure

The AGENT upon receiving the invoice from The HOTEL arranges to transmit (telegraphic/credit card) the necessary funds on or before the payment date noted on the invoice. All rates quoted by The HOTEL are subjected net and inclusive of all government taxes or services charges. The AGENT must bear any bank charges subjected by the bank of The AGENT.

Late payment is subjected to 1.5% interest fee per month.

Duties and Obligations

The AGENT agrees that it shall use its best endeavours to promote and feature The HOTEL whenever possible such as its brochures, websites and trade events.

The AGENT will report any feedback from guests within 24 hours of receiving the said complaint.

Representations and Warranties

This Agreement constitutes a valid and binding agreement or obligation, enforceable in accordance with its terms:

There is no provision of law, statute, regulation, rule, order, injunction, decree, writ or judgment, no provision of any memorandum and articles of association and no provision of any contract or agreement or license binding on it, which would prohibit, conflict with or in any way prevent the execution, delivery or performance of the terms of this Agreement.

It has the necessary financial resources and infrastructure to efficiently meet its obligations.

Confidentiality

The terms and conditions of The Agreement are confidential between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate its terms.

Indemnification

Either Party shall indemnify and hold harmless the other Party from and against any or all losses, liabilities, fines, penalties, damages, costs (including reasonable attorney's costs), expenses, prosecutions, actions, suits, proceedings and claims ("Losses") that the other Party may incur or suffer by reason of any breach, non-observance or non-performance by the defaulting Party and/or its employees/ sub-contractors /bookers, of the terms, conditions, agreements and provisions contained in this Agreement and/or the statutory rules and regulations applicable and in force, from time to time, for carrying out its obligations under this Agreement.

Notwithstanding anything contained herein to the contrary, Losses shall not include consequential, indirect or incidental damage or lost profit whether foreseeable or unforeseeable arising out of breach or failure of express or implied warranty, misrepresentation, negligence or otherwise.

Termination

Either Party shall have the right to terminate this Agreement prior to its expiry in the following events: by mutual written consent of the Parties, if the other Party commits a material breach of any of the terms of this Agreement and the same is not rectified within a period of 15 (fifteen) days from the date when the aggrieved Party informs the defaulting Party in writing or a prior written notice of 30 (thirty) days, of its intention to do so, without being required to assign any reason whatsoever.

Upon termination of this Agreement, for any reason, including reasons mentioned above, the Parties shall return to each other, all documents and information and all copies thereof in the possession or under the control of a Party, which does not own such property, and all confidential information in whatever media in respect of this Agreement and the transaction envisaged herein, all outstanding due and payable as on the date of termination shall be paid, failing which the defaulting Party shall be liable to an interest at the rate of 7.5% per annum from the date of default and until full and final payment, including accrued interest, is received by the aggrieved Party; and

Arbitration and Governing Law

If any dispute (hereinafter referred to as "Dispute") arises between the Parties during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by one Party has been legitimate, the Parties shall endeavour to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed as soon as one of the Parties, after reasonable attempts, which attempt shall continue for not less than 30 (thirty) days, gives 15 (fifteen) days notice thereof to the other Party in writing.

This Agreement will be governed by the laws of Laos and will be subject to the exclusive jurisdiction of the courts of the country in which the guests are traveling to is in dispute.

Force Majeure

Neither Party shall be in breach of any of its obligations under this Agreement to the extent that its performance is prevented, hindered or delayed by an act, event or circumstance (whether of the kind described herein or otherwise), which is not within the control of such Party (hereinafter referred to as "Force Majeure"). Force Majeure shall include but not be limited to the following: Fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, tsunami, earthquake, washout, epidemic, or other acts of God; war, riot, blockade, insurrection, acts of public or enemies, civil disturbances, terrorism and sabotage and threats of such actions; strikes, lock-outs, or other industrial disturbances or labour disputes; change of any applicable rule, regulation or law, which makes it impossible or unlawful for either Party to carry on its business.

If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.