Travel Sales Agency Agreement

ENGLISH TEMPLATE FOR REVIEW

This agreement sets out how Southern Breeze and an overseas travel agency request and confirm travel services, receive an agency discount and settle invoices. Complete all bracketed fields and obtain the parties' legal review before signing. The commercial terms in clauses 3 and 4 reflect the instructions supplied by Southern Breeze.

1 Parties and effective date

Operator: Southern Breeze Joint Stock Company [confirm exact registered legal name], incorporated in Vietnam. Registration and travel licence numbers: [insert]. Registered address: [insert verified registered address].

Operational contact: Southern Breeze English Team, online@wideee.com. Contact address: B3 Blue Sky Office 3, 1 Bach Dang Street, Tan Son Hoa Ward, Ho Chi Minh City, Vietnam.

Agency: [full registered legal name]. Country of incorporation: [insert]. Registration and applicable travel licence numbers: [insert]. Registered address: [insert]. Authorised representative and title: [insert]. Notice email: [insert].

Effective date: [date of the last signature or another agreed date]. Southern Breeze is the "Operator"; the travel agency is the "Agency". Together they are the "Parties".

2 Appointment and authority

The Operator appoints the Agency on a non-exclusive basis to promote and request bookings for the Operator's travel services in Vietnam, Cambodia and Laos. Sales markets covered: [insert agreed markets]. No minimum sales commitment or exclusivity applies unless separately agreed in writing.

Trading under this agreement begins after both Parties sign. An initial quotation may be requested beforehand and does not create a booking, payment obligation or appointment.

The Agency is an independent business. It has no authority to bind the Operator, guarantee availability, vary the Operator's terms or make representations in the Operator's name without written permission. Each booking requires the Operator's written confirmation.

The Agency must hold licences required for its activities and comply with applicable travel, consumer, advertising and payment laws. It may use approved descriptions and logos only for agreed services and must not imply ownership of the Operator's business.

Prices and payment

3 Agency discount and minimum value

3.1 The Agency receives a 15% discount from the regular tour price when the total regular price of one booking, before any agency discount, is US$500 or more. The test applies to the whole booking, not to the price per traveller and not to the discounted amount.

3.2 If that pre-discount booking total is less than US$500, no agency discount, commission or other agency remuneration is payable by the Operator for that booking. Exactly US$500 qualifies for the 15% discount.

3.3 The remuneration is a discount on the Operator’s invoice, not an additional commission payable separately. The quotation must identify the regular booking total, discount and net amount payable. The Parties must agree the price for a custom itinerary before confirmation.

3.4 If the booking is amended, the Operator will issue a revised quotation showing the revised pre-discount total and applicable discount. Cancellation and amendment charges are governed by the disclosed booking conditions, not by an assumed 15% refund or commission.

Regular booking total	Agency discount	Net tour amount
US$499	US$0	US$499
US$500	US$75	US$425
US$1,000	US$150	US$850

4 Payment and international bank charges

4.1 Full payment is due no later than 30 calendar days before the tour begins. For a booking confirmed fewer than 30 days before departure, full payment is due when the booking is confirmed. A booking confirmed exactly 30 days before departure is payable that day.

4.2 Payment is by international bank transfer to the Operator’s account specified on its invoice. The invoice states the currency, beneficiary and payment reference. This template does not supply bank details. Any change of bank account must be independently verified using the established contact details.

4.3 The Operator bears the international remittance charges, including sending, intermediary and receiving bank transfer charges. If the Agency is charged separately, it should provide the bank evidence; the Operator will reimburse the charge or agree an invoice credit. Bank charges demonstrably deducted from the remittance will not be treated as an unpaid tour balance. No unsupported deduction may be made.

4.4 The Agency should arrange transfer in time to meet the deadline and provide the payment reference. Any currency conversion rate or conversion cost is to be agreed in the quotation or invoice; the assumption of bank transfer charges does not itself set an exchange rate.

Bookings and service responsibilities

5 Quotations and confirmations

An initial group quotation request requires only the company name, email address, repeat email address and a free-text description of the request. The Southern Breeze English Team is the contact for quotations and arrangements.

The quotation identifies the itinerary, dates or date assumptions, participant numbers, inclusions, exclusions, regular price, agency discount, payment deadline, quotation validity and cancellation terms. Availability is subject to written confirmation; a quotation request or automated acknowledgement is not a confirmed booking.

Before confirming, the Agency must give its customers accurate service information and the applicable booking, cancellation and payment conditions. It must obtain the information and permissions needed for travel arrangements and promptly communicate relevant changes.

For pickups included in a confirmed booking, an English-speaking guide will meet the guests holding a Southern Breeze logo sign. The meeting point, time and local contact details will be provided with the final arrangements. Guests may contact the tour desk during their stay.

6 Amendments cancellations and refunds

Requests must be made in writing to the Southern Breeze English Team at online@wideee.com. Cancellation takes effect when the Operator receives the written request, using local time at the tour departure point. Days are calendar days before the scheduled start date; the start date is day zero. The Operator will acknowledge receipt.

For ordinary tours, cancellation 31 or more days before departure is free; 30 to 3 days before departure incurs 20%; from 2 days before departure until the tour starts incurs 50%; after the tour starts or for a no-show incurs 100%. These percentages apply to the confirmed price of the cancelled tour services. For agency bookings, the basis is the confirmed net price after any applicable agency discount, not the regular pre-discount price.

A hotel, transport or other service with special cancellation conditions is subject to those conditions only if disclosed and accepted in writing before booking. Special conditions replace the ordinary schedule for the affected services; the same service is not charged twice. The quotation must identify such exceptions, including any non-refundable service.

A refund is the amount paid less the applicable cancellation charge; any remaining cancellation charge due is itemised. The ordinary schedule concerns customer-initiated cancellation. Operator cancellation, unprovided services, force majeure and Ha Long Bay sailing cancellations are addressed separately in the applicable booking conditions and clause 7. The fixed US$70 refund in clause 7.6 takes priority.

The Operator must explain changes in availability, price or supplier commitments before an amendment is accepted where practicable. The Agency must pass customer refunds on promptly. Mandatory consumer and refund rights remain unaffected.

Disruption and Ha Long Bay cruises

7 Earthquakes natural disasters and force majeure

7.1 A force majeure event is an event beyond the reasonable control of the affected Party that could not reasonably have been prevented or overcome, including an earthquake, tsunami, typhoon, flood, major natural disaster, war, civil disturbance or binding public-authority restriction. The event must directly prevent or materially delay the relevant contractual obligation.

7.2 The affected Party is excused from liability for the resulting failure or delay only to the extent and for the period caused by that event. It must promptly notify the other Party, explain the effect, provide reasonably available evidence and take reasonable steps to protect travellers, mitigate loss and resume performance. Ordinary lack of funds, reduced demand or a supplier failure unrelated to such an event is not enough.

7.3 The Operator may propose postponement, a revised route or substitute services when needed for safety. Material changes and additional costs require written agreement where practicable. If safe performance remains impossible, the affected services may be cancelled. The Operator will account for payments received and refund amounts attributable to unprovided services, less documented, unavoidable supplier costs that cannot reasonably be recovered, subject to applicable law. Recoveries received later must also be accounted for.

7.4 This clause does not excuse fraud, wilful misconduct, negligence that caused or increased the loss, or obligations already due and unaffected by the event. It does not automatically forfeit all advance payments or exclude liability or refunds that mandatory law requires.

Ha Long Bay cruise cancellation arrangements

7.5 Before departure from Hanoi: if the cruise cancellation is known before the group leaves Hanoi, the excursion will be rescheduled to another day, coordinated with the Agency and travellers and subject to safe sailing being authorised.

7.6 During the journey to Ha Long Bay: if cancellation is announced while travelling, the group will return to Hanoi for alternative city sightseeing, or discontinue the excursion and return to the hotel or original pickup location. Each guest who declines the alternative city sightseeing and returns to the original pickup location is entitled to a fixed refund of US$70. This is a fixed per-person refund for the affected Ha Long Bay excursion, not a percentage refund of the whole package, hotel stay or other services. For an agency booking, the Operator will refund the Agency for the eligible guests and the Agency must pass US$70 per eligible guest to those guests.

7.7 After arrival at Ha Long Bay: if the Ha Long Bay authority cancels sailing after the group arrives, the cruise will not operate. The group will undertake sightseeing in Ha Long Bay without a cruise and then return to Hanoi.

7.8 These arrangements are subject to safe access and public-authority directions. The fixed US$70-per-person refund in clause 7.6 takes priority over clause 7.3 and general supplier-cost deductions, with no further supplier-cost deduction from that refund. Other adjustments and refunds are itemised under clause 7.3. Mandatory refund rights remain unaffected.

General terms and signatures

8 Responsibility information and insurance

Each Party is responsible for its own acts, omissions and legal obligations. The Agency must not promise services or refunds beyond the Operator's written confirmation. The Operator remains responsible for the obligations it accepts; using a supplier does not by itself remove that responsibility.

The Parties must protect non-public commercial information and use traveller information only for lawful travel arrangements, administration and agreed purposes. Each must implement reasonable safeguards and promptly inform the other of a relevant data incident. Any mandatory data-transfer requirements must be met.

The Agency should recommend suitable travel insurance, including medical care, evacuation and cancellation or disruption cover. Travellers should promptly report illness, including suspected food poisoning, injury or an accident so that reasonable assistance can be arranged.

The Operator will provide reasonable assistance with claim documentation under any applicable Operator insurance and/or the traveller's overseas travel insurance. Coverage and payment depend on the policy terms, exclusions, limits and the insurer's assessment. Neither this agreement nor assistance with a claim guarantees insurance coverage or payment.

The Operator is not liable for losses for which it has no responsibility under the contract or applicable law. This does not exclude liability for its own negligence or wilful misconduct, or any responsibility that cannot legally be excluded. Insurance claims do not waive or restrict a traveller's right to complain or pursue a lawful claim.

9 Duration and termination

Agreement duration: [insert start and end dates or agreed renewal provision]. Ordinary termination notice: [insert agreed notice period and method, subject to mandatory law].

Either Party may terminate for a material breach not remedied within [agreed cure period] after written notice, or for unlawful trading or loss of a necessary licence. Confirmed bookings, accrued payment and refund duties, confidentiality and mandatory termination rights survive as applicable. The Parties must cooperate to protect existing travellers and settle outstanding accounts. Any statutory termination compensation remains subject to applicable law.

10 Notices governing law and disputes

Operational notices go to the contacts in clause 1. Contract amendments require written agreement by authorised representatives. The signed agreement governs trade remuneration and payment; each accepted quotation governs the specific services and disclosed cancellation schedule. Mandatory law prevails.

Governing law: [complete after considering Vietnam law and the Agency's country]. Dispute forum and procedure: [choose and complete competent courts, or the arbitration institution, rules, seat, language and number of arbitrators]. The Parties should first seek an amicable resolution through their authorised representatives.

Contract language: English. Any agreed controlling language for a bilingual version: [insert]. Electronic signatures and counterparts may be used to the extent permitted by applicable law.

Signatures

11 Execution by both Parties

By signing, each authorised representative confirms that the completed agreement, including the agreed commercial terms and any attachments, has been reviewed and accepted on behalf of the named Party.

For Southern Breeze
Authorised signatory: _____
Title: _____ Signature: _____
Date: _____ Company stamp if required: _____

For the Agency
Company: _____
Authorised signatory: _____
Title: _____ Signature: _____
Date: _____ Company stamp if required: _____