

**APPLICATION FORM APPROVAL LETTER FOR ENTRY VISA INTO VIETNAM**

**DATA OF APPLICANTS**

Person	PERSONAL DATA				PASSPORT DATA	
	FIRST NAME and SURNAMES (in CAPITAL LETTERS, exactly as international Notation in passport)	Gender (M or F)	Nationality (at present)	Date of Birth (DD/MM/YYYY)	Passport Number (right beside Pass photo)	Expiry Date (DD/MM/YYYY)
01	.....	.....	.....	.....	.....	.....
02	.....	.....	.....	.....	.....	.....
03	.....	.....	.....	.....	.....	.....
04	.....	.....	.....	.....	.....	.....
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07	.....	.....	.....	.....	.....	.....
08	.....	.....	.....	.....	.....	.....

**DATA ABOUT THE REQUIRED VISA AND BILLING ADDRESS**

Type of Visa ..... Airport on Arrival ..... Entry Date Vietnam .....

Arrival Time ..... Purpose of Stay ..... Express Visa

Flight Number ..... Planned Date of Departure ..... E-Mail ..... Transfer

I have read the Terms and Conditions and Privacy Policy and accepted. At the same time I recognize that for all other persons in the Visa application.

Name ..... First name ..... Date .....

Street ..... Zip Code / City .....

Country ..... Phone Number ..... Signature .....

## Terms and Conditions ITI-HOLIDAY Deutschland

The following business and travel conditions supplement the legal of §§ 651a - m BGB about package tour contract and the information regulation for tour operators.

**Deviations in the respective travel advertisement, travel confirmation shall prevail.**

### 1. Scope and delimitation between travel agent and tour operator

- 1.1 ITI-HOLIDAY Germany is acting both as a mediator of single performance as flight booking and daily trips, package tours and individual tourism services, as well as organizer of private tours and package holiday as defined in § 675 Civil Code.
- 1.2 ITI-HOLIDAY Germany is only tour operator (as defined in § 651 section 1 Civil Code) when a comprehensive travel package is composed of at least 2 main tourist and services offered at a predetermined total price.
- 1.3 For all other cases ITI-HOLIDAY Germany is agent as defined in § 675 Civil Code. This also applies in the event that mediation is the subject of a package holiday contract. A placement carried exclusively in the name and on behalf of that in the itinerary, travel confirmation mentioned service provider (operator), on the basis of its terms and conditions, to which reference is herewith specifically. In particular, we refer to from this terms and conditions resulting of different change and cancellation conditions.

### 2. Application and confirmation

- 2.1 With the travel application, is writing, orally, by telephone or electronically (e-mail), the customer offers ITI-HOLIDAY Germany to conclude a travel contract is binding based on the itinerary by written or electronic travel proposal.
- 2.2 The travel agreement is concluded with a written or electronic confirmation to the customer.
- 2.3 If the content of the confirmation of the registration is deviates, then there is a new contract offered by ITI-HOLIDAY Germany, to which these 10 days is bound. The contract is based on this new offer by the guest's accepting, which can be done by express statement deposit or final payment.
- 2.4 The registrant shall be liable for the obligations of all the registered participants of the travel contract (especially for group tours), in particular if he has taken a separate obligation by explicitly separate declaration.

### 3. Service obligations of ITI-HOLIDAY Germany

- 3.1 The service obligation of ITI-HOLIDAY Germany is based solely on the contents of the booking confirmation in connection with the tour and all therein contained information and explanation. Extra agreements that expand the scope of contractual services are only valid if they have been confirmed in writing by ITI-HOLIDAY Germany By the customers not claimed services, cannot be refunded if there is not a special contractual agreement. ITI-HOLIDAY Germany paid to the traveler, however, back saved expenditure if they by the service providers were actually refunded to ITI-HOLIDAY Germany.
- 3.2 Service providers (e.g. hotels, airlines, local tour guides) are not authorized by ITI-HOLIDAY Germany promises to give or make agreements that go beyond the itinerary, travel contract or booking confirmation.

### 4. Payment of the price and delivery of travel documents

- 4.1 After contract conclusion and after handing out of the chattel paper (only for package tours) a deposit payment of 30% of the tour price will be due. No package tour is when ITI-HOLIDAY conveys individual travel services to individual prices even if this results in a total price. There is no obligation for the issue of a travel security note in this case. A deposit of 30% for the individual travel services must be paid in these cases after booking confirmation and invoicing.

- 4.2 The final payment is unless the booking confirmation in individual cases agreed otherwise, payable 45 days prior to departure, if it is clear that the trip for the mentioned reasons in paragraph 6 cannot be canceled.
- 4.3 For bookings less than 6 weeks prior to arrival: full payment is due immediately.
- 4.4 Cancellation and change fees and insurance payments are due immediately.
- 4.5 The travel documents (vouchers) receives the traveler by email, or in exceptional cases, be sent by post after full payment of the price.
- 4.6 Unless ITI-HOLIDAY Germany to provide the travel services ready for and is capable of, will ITI-HOLIDAY Germany in the event of incomplete payment of the price for the service withdraw the contract and the customer the appropriate cancellation charges (see 6.2) ask if them is not a right had refused to pay.
- 4.7 Mediate ITI-HOLIDAY Germany for the customer flights or other services not included in the itinerary, so subject to the terms and conditions of the respective airline, insurance company or other provider, to which is reference specifically. Usually these ancillary services need to be full paid immediately, after booking by the customer.
- 4.8 Any costs for the money transfer will be charged to the customer.

### 5. Service and price changes

- 5.1 Changes or deviations of single travel services from the agreed content of the travel contract, which become necessary after conclusion the contract and not caused by tour operators against good faith, are only permitted if the changes or modifications are not substantial and do not affect the main overall of the booked tour. Eventual warranty claims remain unaffected insofar as the changed services are affected by faults. The tour operator is obliged the customer immediately of any changes or deviations on services to inform. If it is necessary ITI-HOLIDAY Germany will offer customers a free rebooking or a free cancellation.
- 5.2 Price changes of offered and confirmed prices are after statements of the travel contract may be subject to the following policies:
  - a) ITI-HOLIDAY Germany can only demand for a price change, which has occurred after conclusion of the contract increases in transportation costs, the charges for specific services, such as port or airport fees or a change to the current exchange rates for the related tour.
  - b) The change may be required only to the extent of how these increases per person or per seat impact and are provided between the contract and the agreed date of travel more than 3 months.
  - c) ITI-HOLIDAY Germany has the customer immediately after the knowledge circumstances justifying of the change in accordingly informing.
  - d) If the price increase of more than 5% the customer is authorized, free of charge withdraw from the contract or to require participation on an equivalent trip from the tour programs of the tour operator, if it is indeed to such an offer is able. If the price increase of more than 5% the customer is authorized, free of charge withdraw from the contract or to require participation on an equivalent trip from the tour programs of the tour operator, if there such an offer is available.
- 5.3 If on customer's request after booking, the tour changed (rebooking) it is to check by ITI-HOLIDAY Germany, whether the execution can be ensured. For rebooking requests ITI-HOLIDAY Germany can demand change fees.
- 5.4 With a change in the person of the participant, ITI-HOLIDAY Germany, authorized to the actual costs to calculate and to invoice, if they are not of such a change is contrary to reasons, which the new tour participants does not satisfy or preclude as participation in laws or government regulations of the tour requirements.

- 5.5 The scope of contractual achievements results from the service description and from the relating to these specifications in the travel confirmation. For additional agreements that change the scopes of contractual services we recommend in own interest the written form.
- 6. Cancellation by ITI-HOLIDAY Vietnam**
- 6.1 ITI-HOLIDAY Vietnam can announce the contract after start of the journey if the traveler implementation of the Contract sustained despite a warning if it interferes or breaches the contract that the immediate abolition of the contract is justified. Announces ITI-HOLIDAY Germany it reserves the right to the total price. ITI-HOLIDAY Germany must the amount of saved expenses and benefits credited, which obtained from through alternative utilization of the travel service including any amounts credited by the service providers. The local authorized representatives (tour guide) of ITI-HOLIDAY Germany are authorized in such cases to exercise the rights of ITI-HOLIDAY Germany.
- 6.2 If the tour due to force majeure (weather, road conditions, war or warlike events, civil war, political violent actions, events with a terrorist background, epidemics, natural disasters and other catastrophes, etc.) hamper, the tour operator reserves the right, even on short notice to terminate or modify the tour program or use other vehicles. The return journey at Trip Interruption has to be organizing by ITI-HOLIDAY Vietnam. The added costs are borne by the parties to each pay half. Other costs such as the accommodation over the contract term have to carry by the traveler.
- 6.3 When not reaching the minimum of participants indicated on the itinerary, ITI-HOLIDAY Germany may up to 20 days prior start of the journey withdraw from the contract. ITI-HOLIDAY Germany will try to offer an acceptable alternative for the customer. The customer receives an alternative date at its choice and the opportunity to travel at a later date. Or to perform the tour at the booked time by modification the standard of the hotels. Should there be at this solution no mutually agreement, the customer will get the deposit refunded immediately.
- 7. Cancellation and booking changes by customers, substitute persons**
- 7.1 The traveler can up to beginning of the journey at any time resign from the travel contract by notice to ITI-HOLIDAY Germany.
- 7.2 In any case of cancellation by the passenger, ITI-HOLIDAY Germany standing, taking into account usually saved expenses and possible alternative use of the travel services following compensation to. Decisive for the calculation is the receipt of notice of cancellation. For days before journey start the cancellation fees are as follows:
- a) to day 31 prior to tour start: 20% of travel costs
  - b) from day 31 to 22 prior to tour start: 35% of travel costs
  - c) from day 21 to 07 prior to tour start: 50% of travel costs
  - d) from day 07 prior to tour start: 100% of travel costs
- 7.3 Traveler is permitted prove to ITI-HOLIDAY Germany, there are incurred no or less cost than the claimed charge is. In this case traveler is required just for the costs actually incurred to pay.
- 7.4 ITI-HOLIDAY Germany reserves the right, in some cases towards the traveler, higher compensation, according to actual and provable costs to invoice. This relates especially external services of airlines and charter airlines which often compute up to 100% cancellation fees.
- 7.5 Rebooking of the customers can, if their implementation is possible at all, be conducted out only after cancellation of an agreement on the terms and conditions pursuant to Section 6.2 and simultaneous new registration.
- 7.6 If ITI-HOLIDAY Germany conveys a flight or a charter flight for the group tours or individual tours, the cancellation fees or unit rates of the particular airline plus a handling fee, which upon request can be made accessible, will be applied. The expenses can be amounted up to 100% after ticket issuance. ITI HOLIDAY Germany calculated plus the fee set by the airline, upon receipt the confirmation/invoice 40 € per person and after ticket issuance 80 € per person.
- 7.7 It should be noted that the non commencement of journey without a cancellation notice not a withdrawal from the contract is. Rather the traveler remains obligated for the full payment of the price in this case.
- 7.8 Until the beginning of the trip, the customer can replace in the conduct of the journey by a third party. These incurred additional costs will be charged to the customer. ITI-HOLIDAY Germany or the tour operator may contradict to the change in the person of the traveler, if the third party does not satisfy the travel requirements or there is a conflict with official directives. ITI-HOLIDAY Germany calculate a service fee of 40 € per person for the rebooking, plus the fee by the service provider specified.
- 7.9 In every single case in which ITI-HOLIDAY Germany lump compensation asserts, customers can provide proof, that a loss not has occurred or not as high as in the indicated statement of costs.
- 7.10 In case of a rebooking or cancellation by the customer, ITI-HOLIDAY Germany demands from the customers the additional costs actually incurred. ITI-HOLIDAY Germany will for the rebooking or cancellation, plus of service provider fee (operator) a service fee of 40 € per transaction calculated.
- 7.11 If the traveler not claimed certain travel services, due to early return, ITI-HOLIDAY Germany will absorb contact to the service providers and endeavor for reimbursement of expenses saved. This undertaking does not apply if it's absolutely unimportant achievements or if the refund is contrary to legal or governmental regulations.
- 8. Obligations of the traveler**
- 8.1 The as defined in § 651 d section 2 BGB resulting obligation to defects when traveling with ITI-HOLIDAY Germany to carry out concrete, that traveler is obliged to display any shortcomings immediately for the tour guide or the local agency appointed by ITI-HOLIDAY Germany and to require remedy.
- 8.2 If ITI-HOLIDAY Germany is inserted no tour guide and on the contractual arrangements is it also not owed (see also the travel description), the traveler is obliged to give, promptly and immediately an information of the complaint to ITI-HOLIDAY Germany and a remedy to demand. The contact with ITI- HOLIDAY Germany can be absorbed under the in the travel documents (vouchers) specified address.
- 8.3 Only if the traveler indicates the shortcomings, his claims not lapse.
- 8.4 Baggage loss and damage must be reported immediately to the transport undertakings. The transport undertakings are obliged to issue a written confirmation. Without display is a risk of loss of an indemnity.
- 8.5 If the tour is due a lack substantially impaired, the traveler may cancel the contract. The same shall apply if the tour due of a lack is unreasonable for the traveler of a important reason, not discernible by the tour operator. The Cancellation is only permitted if ITI-HOLIDAY Germany or their representatives (tour leader, local agency) have a, from the guest certain reasonable time to elapse without a remedy.
- 8.6 Contractual travel warranty claims must be as the legal obligation of the customer as defined in § 651 g session 1 Civil Code filed within one month after the contractually agreed end of the trip against the tour operator and will be specifies in the terms of with ITI-HOLIDAY Germany concluded travel contract as follows:
- a) Claims of the traveler lapse according to §§ 651 c to 651 f Civil Code after one year. The deadline commences at the day on which the journey should end as the contract. After this period, claims can only be asserted when the client was prevented through no fault of complying with the deadline.
  - b) The preceding provisions shall not affect the legal regulations through no fault of the compliance period by the customer and the rules on the inhibition of the limitation period.
  - c) An assignment of any claims from customers by reason of the trip, for whatever reason to a third party even to spouses, is ruled out. Also expelled is the judicial assertion on their behalf.

**9. Passport, visa, customs, airports, currency and health regulations**

- 9.1 The traveler is responsible for complying with all provisions necessary to undertake the trip responsibly. ITI-HOLIDAY Germany serves travelers as a source of information on the above mentioned regulations.
- 9.2 ITI-HOLIDAY Germany is not responsible for the timely issuance and receipt of necessary visas by the respective diplomatic representation, unless the customer is booking a trip in which the respective visa service is included, or the customer uses the visa service of ITI-HOLIDAY Germany and has timely prior to tour sends all the necessary documents for ITI-HOLIDAY Germany. For providing false information by the customer at granting of the order to the visa service and the thereby associated additional costs or the prevented journey of the customer, ITI-HOLIDAY Germany will not adhere.
- 9.3 All costs and disadvantages that happen to the participants of the tour from neglect with these regulations pass to their expenses.

**10. Insurances**

ITI-HOLIDAY Germany recommends taking out travel health insurance, travel accident and baggage insurance, if necessary a trip cancellation and trip interruption or other travel insurance.

**11. Liability**

- 11.1 The contractual liability by ITI-HOLIDAY Germany, for any damage other than physical injury, is limited to three times the travel price and apply not for compensation claims in tort, to the extent.
- a) a damage of the traveler who was not caused willfully or through gross negligence or
- b) responsible for the ITI-HOLIDAY Germany for damage incurred by the traveler solely because of a service provider.
- 11.2 ITI-HOLIDAY Vietnam will not be liable for failures of performance in connection with services that are taught as real external services and are not part of a package; in particular rental car reservations and optional tours and specific in the terms of reference are identified as external services. These activities by third parties are offered, with which the customer enters into a separate agreement.
- 11.3 If as part of a capacity or in addition to this a scheduled transport service of passengers is offered and the passenger got a corresponding ticket, so ITI-HOLIDAY Germany mediated only a capacity of third parties. ITI-HOLIDAY Germany will not be liable for execution of the service. Any liability in such a case is regulated, according to the provisions of those transport companies. The traveler is explicitly to point these, and this can be made upon available request. In particular, ITI-HOLIDAY Germany is not responsible for delays in scheduled traffic, thereby missed connecting transportation responsible, unless there is a planning fault on the part of ITI-HOLIDAY Germany.
- 11.4 ITI-HOLIDAY Germany's liability under the duty of care for:
- a) conscientious travel preparation,
- b) careful selection and monitoring of service providers,
- c) accuracy of the service descriptions,
- d) proper delivery of the contracted travel services,
- e) indebtedness of the persons, responsible with execution.
- 11.5 The risk on dispatch by post is borne by the customer.
- 11.6 A damages claim against ITI-HOLIDAY Germany is insofar limited or impossible, are based to international agreements or legal regulations which on such, which are applicable to the services which need to render by the service provider, a claim to compensation against the service provider only under certain conditions or limitations can be asserted or is excluded under certain conditions.

- 11.7 Unless ITI-HOLIDAY Germany is not acting as a tour operator but rather provides services of a tour operator or other service providers, just they are liable for any deficiencies in the provided service. In such a case ITI-HOLIDAY Germany can held responsible only for an erroneous advice or incorrect information.

**12. Validity of the information**

The information on our web site are for information only and are intended as travel advices Changes are therefore possible and without notice. Alone authoritative is the content of the booking confirmation. Fault in the terms of reference or in the tenders are reserved.

**13. Visa Service Vietnam Visa**

- All applications for "Visa Permits" of Visa Vietnam will be forwarded directly and automatically to the Immigration Department of the Vietnamese Ministry of Internal Security after applying for, via the portal of ITI-HOLIDAY.
- The Immigration Department charges fees for each Visa-Application which needs to be paid immediately and are non-refundable. Cancellations to submitted applications are ruled and are not accepted by the Vietnamese authorities.
- Incorrect data on sent Visa-Applications cannot be corrected afterwards. A new application must be submitted in such cases (duty of diligence of the applicant). Neither ITI-HOLIDAY nor the Vietnamese Immigration Department are responsible or liable for mistakes at issued "Visa Permits" which are caused by incorrect information from the applicant.
- Between the date of online application and sending of the "Visa Permits" for the Visa Vietnam by the Vietnamese authorities via E-Mail elapses as maximum 3 working days (completed fee payment required). Definitely an [urgent application](#) should be requested if a Visa is needed faster.
- Mistakes at "Visa Permits" for which are ITI-HOLIDAY or the Vietnamese Immigration Department responsible, must be reported within 3 days after the sending via E-Mail. The correction and issue of a new "Visa Permit" is free of charge in these cases and will be done due time before the beginning of applicants journey.

**14. Packages on request**

Creates ITI-HOLIDAY Germany a travel offer for customers specifically on request and wishes (Travel Request Form Individual Tour) ITI-HOLIDAY Germany will charge 50,- EURO invoice, which would be offset when the offer is booked.

**15. Privacy policy**

All personal information that the traveler provides for his trip to ITI-HOLIDAY Germany, are protected against improper using (privacy).

**16. Severability Clause**

If any of the above conditions should be invalid or inadmissible, this shall not affect the legal validity of the remaining terms or the conditions of the travel contract.

**17. Others**

Jurisdiction for lawsuits against ITI-HOLIDAY Germany is the City of Chemnitz in Saxony – Germany

## Privacy Policy and Disclaimer ITI-HOLIDAY Deutschland

ITI-HOLIDAY Germany rises and uses personal data only in the context the current regulations of data protection (BDSG/Federal Data Protection Law). In the following, we will inform you about the purpose, the scope, the type and the use of your personal data. You can use this information on the websites of ITI-HOLIDAY Germany at any time.

### 1. Privacy Policy

1.1. Data logging and data transfer for internal and statistical purposes  
Your internet browser transmits when accessing our web site for technical reasons, data automatically to the web server of ITI-HOLIDAY Germany. These are among other things, URL of the referring website, retrieved file, date and time of access, the quantity of transmitted data, browser type and browser version, operating system and IP address. This data are stored separately from other data, which you put in to the framework of using our website. An allocation of these data to specific individuals is not possible for us. This data are used for statistical purposes and then deleted.

### 1.2. Inventory data

If between you and ITI-HOLIDAY Germany a contractual relation justified, designed or modified will be, we collect and use personal information from you, to the extent necessary for those purposes.

### 1.3. Usage data

We collect personal information on our website, which will be stored and processed, only on extent necessary, to purposes of personal service and to send your requested information. These personal data can, in addition to name, address, email address, telephone number also other details comprise for a unique identification.

### 1.4. Disclosure of personal information to third parties

On the instructions of competent authorities, we may in individual cases of such data (inventory data) to the extent necessary for purposes of law enforcement, security, to fulfillment the statutory duties of the authorities or the military or for the enforcement of intellectual property rights is required.

### 1.5. Commitment of Cookies

Cookies rally text information during an online session, and store them, on the hard disk of the user in a special file in ASCII format (cookie.txt). Where the cookie is stored on the user hard disk will be controlled by the www-user's browser. Cookies are information, which will send at the next online session back to the server. These can read only by the server, has also saved it before.

The author uses in his offers (with the exception of Google Analytics) no cookies. If the author should use cookies in the future to realize much needed user functions (e.g. to facilitate the navigation of a web site), we will indicate in the appropriate place on it. On certain pages are supplied advertisements by companies or agencies directly. Here Cookies may be used without our being able to point out.

Use of our offer is generally possible without cookies. Most browsers are initially set to accept cookies automatic. You can the storing of cookies deactivate or set your browser that you will be notified, when cookies are being sent.

### 1.6. Children

Persons under 18 years should without the consent of parents or guardians to provide personal data to us. We do not solicit personal information from children, do not collect them and pass them on to third parties.

### 1.7. Right to Information

As a user of the ITI-HOLIDAY Germany website, you have the right to request information, about data stored to your person or your pseudonym. At your request, the information can be provided electronically.

### 1.8. Special Case Vietnam Visa

- All applications for "Visa Permits" of Visa Vietnam will be forwarded directly and automatically to the Immigration Department of the Vietnamese Ministry of Internal Security after applying for, via the portal of ITI-HOLIDAY. The authorities of the Vietnamese State will edit the applications and create the "Visa Permit" accordingly the data and the request of the applicant.
- The Immigration Department creates the "Visa Permit" in the form of lists (separated for each different applied Visa Type) which mostly includes the data (name, first name, date of birth, nationality, passport number and date of entry) of several applicants!
- Therefore these data will be visible for each applicant who is mentioned in the respective list ([see example](#)). It is for the Vietnamese Immigration Department not possible to issue for each individual applicant an own "Visa Permit" because the huge number of daily applications. Privacy is limited possible in this case.
- Applicants who appreciate the privacy have the possibility at an additional cost to apply for a [private Visa Permit](#). During this then only those applicants from one submitted application will be mentioned.

## 2. Disclaimer (Exclusion of Liability)

### 2.1. Contents of the Website

The contents of this website were written with due diligence and by the author's best knowledge. We can be held liable only by general laws, especially for our own contents acc. § 7 TMG (German law on tele-media) and for external contents acc. §§ 8 – 10 TMG. As a Provider of tele-media we can be held liable for external contents only once we have knowledge of a concrete infringement of law. We reserve the right to change or delete contents of this webpage which are not subject to any contractual obligation.

### 2.2. Links on external Websites

Contents of external websites on which we are linking direct or indirect (through „hyperlinks" or „deeplinks") are beyond our responsibility and are not adopted as our own content. When the links were published, we didn't have knowledge of any illegal activities or contents on these websites. Since we do not have any control on the contents of these websites, we distance ourselves from all contents of all linked websites, which were updated after the setting of the links. For all contents and especially damages, resulting of the use of the linked websites, only the provider of these linked websites can be held liable. If we receive knowledge of illegal contents on these linked websites, we will delete the according links.

### 2.3. Intellectual property rights

All content of this website, especially texts, pictures, images, graphical presentations, music, trademarks, brands and so forth, are subject to copyright laws. The use, reproduction and so on are subject to the individual rights of the respective owner of the copyright or administrator of these rights. If you want to use such content, please let us know and we will establish contact with the respective owner/administrator.

**This disclaimer for Websites was written by the law office of Viola Lachenmann.**