

Travellers Outbound Terms & Conditions Fourth Schedule

(Subparagraph 6(1)(m)(ii))

TOURISM INDUSTRY ACT 1992

TOURISM INDUSTRY (TOUR OPERATING BUSINESS AND TRAVEL AGENCY BUSINESS)
REGULATIONS 1992

STANDARD TERMS AND CONDITIONS FOR OUTBOUND TOUR PACKAGES

1. TOUR DEPOSIT

A maximum deposit of 25% of the tour fare per person must be paid as reservation fee. The balance or full payment must be made within 14 days before the date of departure for Free Independent Traveller (FIT) tour packages and 21 days for group tours packages. A failure to comply with this requirement may result in the cancellation of reservation and forfeiture of deposit.

2. AMENDMENT CHARGES

2.1 For Free Independent Traveller (FIT) Tour Packages

2.1.1 Upon confirmation of the tour any subsequent change made to the reservation is subject to an amendment charge of RM50.00 per person per change.

2.1.2 No change can be made within 8 working days before the date of departure.

2.1.3 Changing the entire reservation constitutes a cancellation of the original reservation and is subject to cancellation charges as defined in the cancellation policy (see clause 3.1 – for FIT tour packages)

2.2 For Group Tour Packages

2.2.1 Upon confirmation of the tour no changes can be made to the reservation within 14 days before the date of departure.

2.2.2 However, any request from any member for any change to come back earlier or later than the group will be subject to the conditions of the respective airlines

2.2.3 Changing the entire reservation constitutes a cancellation of the original reservation.

3. CANCELLATION CHARGES FOR CANCELLATION MADE BY TOUR MEMBER

3.1 For FIT Tour Packages

3.1.1 Cancellation of reservation must be made in writing to avoid any misunderstanding. If the company receives notice to cancel 30 days or more before the date of departure, a minimum administrative fee of RM50.00 or 10% of the tour deposit (whichever is lower) per person will be levied.

3.1.2 If notice of the cancellation is received 29 days or less before the date of departure the following charges will apply:

Cancellation Received	Cancellation Charges Per Person
15 – 29 working days before the date of departure	50% of tour deposit
8 – 14 working days before the date of departure	20% of tour fare
3 – 7 working days before the date of departure	40% of tour fare
2 working days or less before the date of departure	100% of tour fare

3.1.3 The respective airline's cancellation policy on special promotional fare shall apply in addition to the cancellation charges as set out in clause 3.1.2 (Note : The airline ticket is restricted and subject to the Airline's Terms and Conditions. It may be non-endorsable, non-reissuable, non-refundable and non-reroutable. Any alteration in routing or change of date of travel by any passenger is solely at his own risk. The company or its associated agents shall not be held responsible for any inconvenience caused and extra expenses incurred. However, any refund made by any airline for a cancellation made 2 working days or less before the day of travel for non-promotional fares shall be paid by the tour member less any administration charges incurred by the tour company).

3.2 For Group Tour Packages

3.2.1 Cancellation of booking must be made in writing to avoid any misunderstanding. If the company receives notice to cancel 45 days or more before the date of departure, a minimum administrative fee of RM30.00 or 2% of the tour fare (whichever is higher) per person will be levied.

3.2.2 If notice of cancellation is received 44 days or less before the date of departure the following charges will apply:

Cancellation Received	Cancellation Charges Per Person
22 – 44 working days before the date of departure	Forfeiture of tour deposit
15 – 21 working days before the date of departure	35% of tour fare
8 – 14 working days before the date of departure	50% of tour fare
3-7 working days before the date of departure	75% of tour fare
2 working days or less before the date of departure	100% of tour fare

3.2.3 The respective airline's cancellation policy on special promotional fare shall apply in addition to the cancellation charges as set out in clause 3.2.2 (Note : The airline ticket is restricted and subject to the Airline's Terms and Conditions. It may be non-endorsable, non-reissuable, non-refundable and non-reroutable. Any alteration in routing or change of date of travel by any passenger is solely at his own risk. The company or its associated agents shall not be held responsible for any inconvenience caused and extra expenses incurred).

4.0 CANCELLATION BY COMPANY

4.1 FIT Tour Packages

4.1.1 The company reserves the right to cancel the tour due to any act of God, war, strike, riot or order from the Government of Malaysia which is beyond its control.

4.1.2 The company shall recommend alternative tours preferably to the same destination or other tours. Should any passenger decide not to accept the alternative tours, all moneys paid less the administrative fee chargeable will be refunded to the passenger.

4.2 Group Tour Packages

4.2.1 The company reserves the right to cancel the tour due to any act of God, war, strike, riot or order from the Government of Malaysia which is beyond its control.

4.2.2 The company shall recommend alternative tours preferably to the same destination or other tours. Should any passenger decide not to accept the alternative tours, all moneys paid less the administrative fee chargeable will be refunded to the passenger.

4.2.3 In the event of a cancellation by the company due to insufficient passengers or inability to secure seats or accommodation, the company will refund the amount of money paid and also pay compensation as follows:

Cancellation Received	Cancellation charges Per Person
8 – 14 working days before the date of departure	Full refund of tour fare and a compensation of RM50.00 per person
1- 7 working days before the date of departure	Full refund of tour fare and a compensation of RM75.00 per person
On date of departure	Full refund of tour fare and a compensation of RM100.00 per person

5.0 TRAVEL DOCUMENT

5.1 Tour Member's Responsibilities

5.1.1 A tour member must have:

- (a) An international passport or other recognized travel documents which should be valid for at least 6 months from the date of return to country of origin;
- (b) The necessary visa and vaccination and health certificates as required by the various authorities of the countries to be visited.

5.2 Company's Responsibilities

5.2.1 The Company undertakes to:

- (a) Advise tour members on what documentation is required;
- (b) Wherever possible, assist passengers in obtaining the necessary visa

However, the company cannot guarantee the approval of any visa application.

5.3 Relevant Fees and Charges

5.3.1 Service charges and visa fees levied shall be borne entirely by the tour members.

5.4 Rejection of Visa or Tour Documents

5.4.1 If for any reason, the application for visa or necessary exit permit is rejected, a refund of tour fare will be made less administrative fees.

5.5 Refusal of Entry

5.5.1 The company shall not be held responsible or liable for any expenses, reimbursement or refund of tour prices if any tour member is refused entry or deported by immigration authorities resulting from the possession of unlawful items or holding improper travel documents or other causes, or whose behavior and activities are considered to be detrimental by a foreign government.

6.0 TOUR INFORMATION AND PRICES

6.1 Prices shown are current at the time of publication. Tour information and the price list form part of the brochure. The prices are subject to change due to increase in airfares, other transportation costs, hotel rates, exchange rates, government tax, etc. Therefore the company reserves the right to increase prices on condition that it informs the customers accordingly before the confirmation of the tour.

6.2 The company covenants for the following to be included in the tour fare:

- (a) Return air ticket, not including all airport taxes and whatever applicable taxes.
- (b) Hotel accommodation, based on:
 - (i) Twin sharing basis (two persons to a room);
 - (ii) Single supplement (person staying alone – the person concerned must pay the single supplement); and
 - (iii) Triple sharing (three persons traveling together).

For a group of three persons, accommodation is based on a triple sharing basis where applicable.

The child tour fare as advertised is based on a child who is 2 years but not more than 12 years of age, sharing a twin room with two adults.

- (c) All meals, sightseeing and other items as specified in the itinerary.
- (d) All sightseeing tours and transfers are based on sit-in coach basis.

6.3 Items not included in the tour fare are:

- (a) Laundry;
- (b) Food and beverages not on regular menu;
- (c) Optional excursions;

- (d) Porter age at airport and hotels; and
- (e) All items of a personal nature.

7.0 REFUND OF UNUSED SERVICES

- 7.1** No refund or reduction will be made to any member in respect of airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the tour fare but not utilized by the tour member due to personal reasons.

8.0 BAGGAGE

- 8.1** Free airline baggage allowance is provided by the airlines and the quantum and conditions may differ from one airline to another and from one airport authority to another. The same applies for hand-carried baggage aboard the aircraft. The travel agent will advise passengers on the conditions. Passengers are required to purchase adequate insurance coverage.

9.0 POSSIBLE CHANGES

- 9.1** Airline schedules or local conditions may require sightseeing tours, hotels and routes to be changed. Should this occur, the company shall make alternative arrangements subject to local conditions.

10.0 RIGHT TO REJECT

- 10.1** The company reserves the right to cancel or withdraw any itinerary, or any reservation made for a client or decline to accept or retain any person from being a tour member if he is likely to endanger the health or safety, or impair the comfort of enjoyment, of others on the tour. The company further reserves the right to cancel the reservation if for any other reason any carrier, hotel or other contractor refuses to allow any participant to participate in the tours. If any of such events, the company's sole liability shall be to refund to the tour member any moneys paid, less the amounts for services already utilized, and the administration and cancellation fees.

11.0 RESPONSIBILITY OF COMPANY

- 11.1** The Company and its associated agents shall be held responsible for services provided with regard to transportation, accommodation, entertainment and meals, as indicated in their brochures. The company shall be required to pay appropriate compensation as determined by the Commissioner of Tourism in cases where, after an investigation, the Commissioner is satisfied that the services provided were not as stated in the brochure and in the agreement.

12.0 TRAVEL INSURANCE

- 12.1 All tour members are encouraged to buy travel insurance to safeguard themselves against sickness, loss of money, cancellation, flight delays or lost baggage.

Made 18 February 2000
[KKKP/PUU(S)800-3/2; PN(PU)510/VI]

DATO' ABDUL KADIR BIN HAJI SHEIKH FADZIR
Minister of Culture, Arts and Tourism