

Terms & Conditions

The details of your ("Customer", "you" or "your") travel booking ("Package Tour", "Air Fare Reservation", "Cruise Holidays", or "Hotel Reservation") with VI Vacation & Travel Services Sdn Bhd ("Company", "us", "we" or "our") will be set out in the Booking Form to be issued to you upon making a reservation with us.

The Booking Form should be read together with these terms and conditions ("Terms and Conditions"), which apply to all tours, unless otherwise specifically stated.

Please carefully review these Terms and Conditions before making your reservation. By making a reservation with us, you are deemed to have read, understood and accepted these Terms and Conditions.

1 RESERVATION, DEPOSIT AND FULL PAYMENT

To make a reservation, you need to place a deposit with us for yourself and each person accompanying you on the Package Tour. This deposit will form part of your final payment. The minimum deposit is specified in the respective itinerary. You will be notified should a higher deposit be required for your specific booking. To confirm your reservation, you must also submit to us, accurate and complete passport details for all persons in your travel group, within 5 days of the deposit payment.

Payment of the deposit and confirmation of the reservation does not constitute confirmation of the Package Tour. All Package Tours are subject to a minimum group size (to be determined by us, in our absolute discretion) before the Package Tour is confirmed. If the minimum group size is not achieved at least 14 days before the scheduled departure date for a Package Tour, we shall be entitled to cancel all reservations for the Package Tour in accordance with **clause 3** below.

We will notify you as soon as possible once your Package Tour has been confirmed. Unless otherwise agreed or notified by us, following confirmation of your Package Tour, you must make full payment for your Package Tour at least 30 days before the designated departure date. (Full payment for Cruise Holidays must be settled at least 60 days before the designated departure date) If you fail to make full payment by the stipulated deadline, we shall be entitled to treat your reservation as cancelled and to impose a cancellation fee, in accordance with **clause 2** below, and to apply the deposit toward settlement of the cancellation fee, with any balance owing to be payable within 7 days, without any recourse by you against us.

2 CANCELLATION BY CUSTOMER

Unless otherwise stated in the Booking Form, you may cancel your reservation, in writing, at any time before the payment deadline, subject to payment of a cancellation fee to us. In such event, you shall additionally be responsible for any non-refundable airport taxes and miscellaneous surcharges imposed by the relevant airline(s). Should there be a refund of airport taxes or miscellaneous surcharges by the airline(s), we shall be entitled to charge an administrative fee of RM500, to be deducted from the refunded amount, for processing the refund. **Please note that any change of departure date or Package Tour is considered a cancellation and a cancellation fee will apply.**

You will be notified of the amount of the cancellation fee payable as soon as possible following cancellation of the reservation. Should the deposit be insufficient to meet the cancellation fee, you must settle the shortfall within 5 days of such notification.

Notwithstanding the above, you may cancel a reservation for a **ground-only** Package Tour, without paying any cancellation fee, should a travel advisory or travel notice be issued advising against travel to one or more of the destinations included in your Package Tour, during the proposed period of travel. In such instance, you may still be responsible for all cancellation fees imposed by the relevant third party service providers for processing the cancellation.

For the avoidance of doubt, the cancellation terms for Cruise Holidays reservation are as follows. A cancellation fee will be imposed upon booking confirmation and up to 60 days prior to the designated departure date. Should a cancellation is made by Customer less than 60 days, full fare will be forfeited, unless a travel notice be issued or a medical advise be provided.

3 CANCELLATION BY COMPANY

Please note that the Company is merely acting as an intermediary to engage the services of third party service providers in respect of your Package Tour or Cruise Holidays. Even after full payment for a Package Tour has been made, all Package Tour arrangements are still subject to final confirmation by the relevant third party service provider(s). We shall endeavour to notify you, at least 14 days before the scheduled departure date, if due to any unforeseen circumstance(s), any Package Tour arrangement cannot be finalised, needs to be changed by you or your reservation has to be cancelled. In such case, we may, but shall not be obliged to, recommend alternative Package Tours to either the same or another destination. Please note that additional charges may apply for such alternative Package Tours and you will be advised accordingly of all such charges. If no alternatives are offered or should you decide not to accept any alternative offered, we will fully refund all payments received from you for the Package Tour (without interest), in full discharge of our obligations to you.

4 AMENDMENTS BY CUSTOMER

All rights and entitlements of a Customer or traveller in relation to any Package Tour booked with us are personal to such Customer or traveller and may not be assigned without our

express written consent. Any change to the identity of a traveller or to the designated departure date shall be deemed a cancellation of the reservation and a cancellation fee, as set out in **clause 2** above, will apply. Subject to that, you may submit a written request for an amendment to the details of a reservation, such as rectification of typographical errors in a traveller's name, changes to flight itinerary and accommodation, at any time. We will endeavour to accommodate or facilitate your request but cannot assure you that it can be effected. In particular, you may not be able to effect any change to certain arrangements, such as the issue of special airfare tickets. Where the change is possible, you shall be responsible for all additional charges that may be incurred to effect the change. We will endeavour to confirm the status of any request for an amendment within 14 days of receiving the written request.

5 REFUND POLICY ON UNUSED PORTION OF PACKAGE TOUR

No refund, either in full or in part, will be made with respect to all arrangements for accommodation, meals, sightseeing tours or other services which are included in the Package Tour fare but not utilised by the traveller, or where the traveller amends, cancels or otherwise varies such arrangement after commencement of the Package Tour.

If, after a Package Tour has departed, any service(s) in the itinerary cannot be fulfilled or any change(s) to the itinerary are necessitated for any reason(s) beyond our control, especially during peak seasons or upon the occurrence of a force majeure event, such as an act of God, earthquake, fire, tsunami or other natural disasters, weather conditions, war, civil unrest or terrorist attacks, strikes and labour unrest, diseases or pandemics, or other similar event(s) ("**Force Majeure Event**"), we reserve the right to make reasonable changes to the itinerary, but shall endeavour where possible to arrange for the provision of a comparable alternative service. Any additional expense resulting from such changes shall be payable by you. Should you reject our offer of an alternative service, we shall not be obliged to refund any fee paid by you in respect of the unfulfilled service(s), but may do so, on a case-by-case basis.

6 EXTENSIONS OF STAY OR DEVIATIONS

Any request for an extension of stay or deviation from the Package Tour itinerary must be in writing and may be permitted, on the terms below, subject to applicable validity periods, restrictions on air tickets or seat confirmation, and availability of accommodation.

We will endeavour to accommodate your request but cannot assure you that it can or will be effected. If, for any reason, we are unable to confirm your request at least 14 days before the designated departure date, the request shall be deemed withdrawn and you shall be deemed to have consented to the original itinerary.

Any extension or deviation will be at your own expense and separate transfers to and from the airport will not be provided. All extra costs (including a reasonable administrative fee, to be determined in our discretion) incurred to process the request for an extension or deviation will also be borne by you.

For Package Tours on charter flights, no extension or deviation will be permitted.

7 TRAVEL DOCUMENTS AND TRAVEL INSURANCE

Each traveller is solely responsible for ensuring that his or her passport or other travel document is valid for at least 6 months from the expected date of departure from the last point of departure in the itinerary and that he or she has all necessary visas, permits, passes, licences, vaccinations, health certificates and/or other documents as may be required by the applicable governmental authorities of the destination country(ies) in the Package Tour.

If a reservation has to be cancelled because the traveller is unable to obtain a visa or other travel document required, the relevant cancellation fee under **clause 2** above will apply. We shall not be responsible, under any circumstances, for any loss, damage, or expense, or to reimburse or refund any part of the Package Tour fare, should any traveller be deported or refused entry by the immigration authorities of any country, for any reason, including irregular travel documents, quarantine restrictions, customs regulations, import/export restrictions, executive or administrative orders, possession of unlawful items or other criminal activities.

Each traveller is also solely responsible for ensuring that his or her name as provided to the Company and reflected in the Booking Form tallies with the name in his or her passport or travel document. If any amendment to such name is required, all applicable fees and charges shall be borne by the traveller. All travellers are strongly encouraged to obtain a comprehensive travel insurance policy to protect against unforeseen circumstances, such as baggage loss, flight delays, travel agent insolvency and medical emergencies. We shall not be responsible, under any circumstances, for any such matters.

8 GENERAL MATTERS RELATING TO PACKAGE TOURS

8.1 Accommodation is as specified in the Package Tour itinerary. Accommodation is generally available based on twin-share basis. For triple-share rooms, the third bed may be a "roll-away" bed. Single room occupancy is usually at additional cost.

8.2 Travellers are allowed check-in and hand-carry luggage according to the respective airlines' regulations. Excess baggage must be paid locally by the travellers. We will not be responsible for the loss, damage or theft of any item(s) belonging to a traveller throughout the duration of the Package Tour.

8.3 Meals, including meals on board flights, are as indicated in the Package Tour itinerary. No refund or replacement will be provided if the on-board meals are not served for any reason.

8.4 Travellers under 18 years of age (as at the scheduled

departure date) must be accompanied by an adult. If any person under 18 years old is travelling with an adult other than his or her parent or official guardian, the traveller must obtain the legal consent from his or her parent.

8.5 It is the responsibility of travellers who are pregnant to ensure that they have a doctor's certification that they are fit to travel.

8.6 We will use reasonable endeavours, but shall not be obliged, to accommodate the special needs of travellers and shall not be responsible if we are unable to effect any requested arrangements. We cannot provide individual assistance to any traveller for walking, dining, getting on or off motor coaches, cruise ships and other vehicles, or other personal needs. A physically able-bodied companion must accompany travellers who need such assistance and must assume full responsibility for their well-being. We are not responsible for any missed activities due to a traveller's inability to participate in such activities.

8.7 We regret we must reserve the right to refuse to allow an individual to travel if he or she, in our reasonable opinion, is physically or mentally unfit to travel, or will or may require care beyond that which any travelling companion or we can generally provide in connection with the Package Tour, and no refund shall be payable in such event.

9 PRICING POLICIES

9.1 All information and prices shown are accurate at the time of print.

9.2 The Package Tour fare includes air fare (if any), accommodation (if any), airport transfers (if any), meals (if any), sightseeing (if any) as specified in the Package Tour itinerary.

9.3 The Package Tour fare does not include visa fees, travel insurance, customs fees, and service fees as specified by the airlines and airport authorities, laundry services, excess baggage charges, beverages, in-room service, gratuities to drivers and tour leaders or local guides and tips to hotel porters, and/or any personal expenses.

9.4 Children **below the age of 12 (as of the date of return to Malaysia)** may be eligible for child fare rates in accordance with the applicable third party service provider's standard terms. Should an extra bed for a child be required, please arrange with us and we will advise on the applicable surcharges, if any.

9.5 We may, from time to time, accord discounts and other forms of promotion for our Package Tours. Our policy is to display and confirm all applicable discounts or promotions in our marketing communications and invoices.

10 THIRD PARTY PROVIDERS

We incorporate and rely on the services of airlines, transport companies and other third party service providers for our Package Tours. These Terms and Conditions and all arrangements or bookings relating to the Package Tour are additionally subject, in every respect, to any terms and conditions that may be imposed by these third party service providers. Whilst we will endeavour to render reasonable assistance to our Customers wherever possible, we have no control over these third party service providers and shall not be liable, in any way, for any changes made by or acts or omissions on the part of such third party service providers in connection with any Package Tour.

11 RIGHTS, DISCLAIMERS AND INDEMNITY RELATING TO TOURS

Without limiting any other provision of these Terms and Conditions, to the fullest extent permitted by law, we shall not be responsible or assume any liability to any Customer or traveller for:

- (a) any injury, damage, loss or delay affecting any person or property not arising from our own negligence or breach;
- (b) any loss, damage, cost, expense or delay suffered or incurred due to circumstances beyond our reasonable control, including but not limited to:
 - (i) actions or omissions of third parties (including any applicable third party service providers);
 - (ii) mechanical breakdowns;
 - (iii) a Force Majeure Event;
 - (iv) a failure by the Customer or traveller to possess, obtain or maintain any travel documentation required for the Package Tour (e.g. health certificates, visas, valid passports, etc.)
 - (v) a failure by the Customers or traveller to follow reasonable instructions, including but not limited to noting and complying with specified check-in and check-out and/or meeting places and times.

To the fullest extent permitted by law, our maximum liability to any Customer or traveller for any loss, damage, cost and/or expense shall in no event exceed the amount of the Package Tour fare paid to and received by us in respect of such Customer or traveller.

In no event shall we be liable for any punitive, special, indirect or consequential loss or damage, including loss of production, profit, revenue or contract or loss of or damage to goodwill or reputation.

We reserve the right to withdraw any itinerary or any reservation made and/or to decline or refuse any individual as a member of the Package Tour, if it appears to us, in our absolute discretion, that such individual is likely to endanger the health or safety, or impair the comfort and enjoyment of the other members of the Package Tour.

You agree to indemnify us, our affiliates and our respective officers, directors and employees, immediately on demand, against all claims, liabilities, damages, costs and expenses, including legal fees (on a full indemnity basis), arising out of any breach of these Terms and Conditions by you.

12 MISCELLANEOUS

We reserve the right to change, amend, insert or delete any of these Terms and Conditions, or policies contained therein, from time to time.