



CHAN BROTHERS
GROUP OF COMPANIES

Terms and Conditions (Package Tours)



The details of your ("Customer", "you" or "your") travel booking ("Package Tour") with Chan's World Leisurelink Travel ("Company", "us", "we" or "our") will be set out in the Pax Statement to be issued to you upon making a reservation with us.

The Pax Statement should be read together with these terms and conditions ("Terms and Conditions"), which apply to all tours, unless otherwise specifically stated. Additional terms ("Addenda") may also apply to cruise holidays and specialty tours, which can be found at www.ChansWorld.com.my/PackageTourTnCs.

Please carefully review these Terms and Conditions, as well as the terms of any applicable Addenda, before making your reservation. By making a reservation with us, you are deemed to have read, understood and accepted these Terms and Conditions, and the terms of any applicable Addenda.

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 table below. You will be notified should a higher deposit be required for your specific booking. To confirm your reservation, you must also submit to us, or to your travel advisor, accurate and complete passport details for all persons in your travel group, within 3 days of the deposit payment, failing which we reserve the right to treat your reservation as withdrawn and to refund the deposit to you.

Type of Package Tour	Minimum deposit per traveller ("Minimum Deposit")
Asean and Asia	RM 1,500
China	
Long Haul / Exotic	RM 2,000
Northern Lights	RM 6,000
Ground Arrangement	Between as RM 500 – RM 800
Private Tours	Amount TnCs of principal suppliers

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. 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 14 days, without any recourse by you against us.

2 Cancellation by Customer

Unless otherwise stated in the Pax Statement, you may cancel your reservation, in writing, at any time before the designated departure date, subject to payment of a cancellation fee to us, to be computed based on the table below. 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 MYR 150 - 300, to be deducted from the refunded amount, for processing the refund. **Please note that any change of departure date, traveler's name (other than correction of typographical errors) or Package Tour is considered a cancellation and a cancellation fee will apply.**

Number of days between departure date and receipt of cancellation notice	Cancellation fee per traveller	
	Package Tours and Selected Package Tours departing during peak seasons	All other Package Tours departing during non-peak seasons
45 days and above	90% of Minimum Deposit	80% of Minimum Deposit
31 – 44 days	90% of Package Tour fare or 100% of Minimum Deposit, whichever is higher	
30 days and below	100% of Package Tour fare	

Notes:

- Peak seasons refer to periods falling on Malaysia gazetted public holidays and primary and secondary school holidays.
- References to Package Tour fare in the table above include all applicable taxes and surcharges.
- Selected Package Tours refer to Package Tours booked during travel fairs and promotional Package Tours.

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 3 days of such notification.

Notwithstanding the above, you may cancel a reservation for a land-only Package Tour, without paying any cancellation fee, should a travel advisory or travel notice be issued by the Malaysia Ministry of Foreign Affairs, 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 and we also reserve the right to impose an administrative fee (to be determined in our reasonable discretion) for processing the cancellation. For the avoidance of doubt, the terms of this clause only apply to tours operated by us and exclude cruise holidays, the cancellation terms for which may be found at www.ChanBrothersCruises.com/TnCs.

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. 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 30 days before the scheduled departure date, if, due to any unforeseen circumstance(s), any Package Tour or part thereof cannot be finalised, needs to be changed by us or your reservation has to be cancelled. In such case, we may, but shall not be obliged to, recommend an alternative to the applicable Package Tour or part thereof, to either the same or another destination. Please note that additional charges may apply for such alternative Package Tour or part thereof and you will be advised accordingly of all such charges before having to make any selection and effect the top-up payment. 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 applicable Package Tour or part thereof, without interest, in full discharge of our obligations to you. If an alternative is offered and accepted by you that is of a lesser value than the original Package Tour or part thereof that cannot be fulfilled, we will refund the difference in value, 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 and administrative fees that may be incurred to effect the change. We will endeavour to confirm the status of any request for an amendment within 30 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 of his or her own volition 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) or components of the itinerary cannot be fulfilled or any change(s) to the itinerary are necessitated for any reason(s) beyond our control, especially during events, peak seasons, maintenance breaks 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, government or legislative actions, strikes and labour unrest, diseases or pandemics, compulsory quarantines, or other similar event(s) ("Force Majeure Event"), we reserve the right, but shall not be obliged, to propose a change to the relevant itinerary and, if we do, we shall endeavour

where possible to arrange for the provision of a comparable alternative service or component. If you accept the change, any additional expense resulting from such changes shall be payable by you and any resulting saving will be refunded by us to you. Should you reject our offer of an alternative service or component, we will fully refund all payments received from you for the applicable service or component, without interest, in full discharge of our obligations to you.

6 Refund Payment Mode

For payments made in cash or via MEPS, cheque or bank transfer, refunds will be made by way of cheque and will generally be processed within 2 to 4 weeks from the date of cancellation. For credit card payments, refunds will be made via the respective credit card company and will generally be processed within 4 to 6 weeks from the date of cancellation. For payments made via travel gift voucher, refunds will be made via a credit voucher to be issued by us and will generally be processed within 4 to 6 weeks from the date of cancellation. The refund process may take longer during peak seasons, due to the increase in transaction volume.

7 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 2 weeks 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 as the air ticket issued is a special one, restricted to a specified airline only, and is not negotiable, endorsable, re-issuable, refundable or re-routable. Any alteration of the route or the flight date by you is solely at your own risk, and we and our associated agents shall not be held responsible for any inconvenience caused or extra expense incurred.

8 Travel Documents and Travel Insurance

Passport and Other Travel Documents

Subject to this clause, 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 and vaccinations, health certificates and/or other documents or approvals 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 Pax Statement 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.

Visa Applications

We may, from time to time, assist a traveller to submit a visa application for a fee, but do not guarantee the outcome or approval of any such application. Different embassies or consulates require varying lengths of time to process visa applications and, accordingly, any traveller seeking our assistance to apply for a visa must check with us as soon as possible on the applicable visa requirements.

Travel Insurance

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.

9 General Matters Relating to Package Tours

Itinerary

The sequence of any itinerary for a Package Tour may be subject to change from time to time, at our discretion. Where possible, we will inform you of any such change at least 2 weeks prior to departure.



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Composition of Tour Groups

We reserve the right to vary the composition of any tour group and/or to merge different tour groups at any time for any Package Tour, provided always that this shall not affect the persons travelling in your own travel group.

Accommodation

Accommodation at nominated hotels (or hotels of a similar standard) is as specified in the Package Tour brochure/itinerary/booking form. Accommodation is generally available on either a single, twin, double-share or triple-share basis. For certain types of accommodation, such as farms and ski resorts, the sharing of bathroom facilities may be necessary. For triple-share rooms, the third bed may be a "roll-away" bed. Single room occupancy is usually at additional cost. During events, accommodation may not be in the city mentioned and may be replaced with an alternative to be made known at least 2 weeks prior to departure.

Baggage Handling/Lost or Damaged Baggage

Travellers will be 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.

Meals

Meals, including meals on-board flights, are as indicated in the Package Tour brochure/itinerary/ booking form. No refunds or replacements will be provided if the on-board meals are not served for any reason.

Mileage Accrual

We will not be responsible for any mileage accrual for any frequent flyer membership programme(s).

Travelling With Minors

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, his or her parent or official guardian is required to fill up an "Unaccompanied Minor and Handling Assistance Waiver" form. It is also the traveller's sole responsibility to ensure that the requirements of any relevant airline and/or regulatory authority relating to minors are complied with.

Pregnancy

It is the responsibility of travellers who are pregnant to ensure that they have a doctor's certification that they are fit for travel. Notwithstanding any such doctor's certificate, third party providers, such as airlines or cruise companies, have the sole discretion to disallow a pregnant traveller to board the relevant flight or cruise or to undertake certain activities and no refund shall be payable in such event.

Special Requests

It is the Customer's sole responsibility to inform the Company of any special request that a traveller may have, such as special dietary requirements, special seating arrangements, requests for adjoining rooms, requests for a smoking room, etc. at the time of reservation. All requests are subject to availability and confirmation, and we will not be responsible if any such request is not or cannot be met for any reason.

Travellers With Special Needs

We will use reasonable endeavours, but shall not be obliged, to accommodate the special needs of disabled travellers and shall not be responsible if we are unable to effect any requested arrangements. We shall also not be responsible for any denial of services by air carriers, hotels, restaurants or other third party service providers. 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 qualified and 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.

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.

10 Professional Ethics

As part of our corporate responsibility towards our customers, we strive to adopt fair and ethical business practices, as well as accurate marketing communications at all times.

11 Pricing Policies

Validity

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

Package Tour Fare Inclusions

The Package Tour fare includes airfare, accommodation, airport transfers (if any), meals (if any), sightseeing (if any) as specified in the Package Tour brochure/itinerary/booking form.

Package Tour Fare Exclusions:

The Package Tour fare does not include airport taxes, airport security taxes, airline insurance surcharges, fuel taxes, visa fees, travel insurance, customs user fees and service fees as specified by the airlines and airport authorities, laundry services, excess baggage charges, beverages, room service, gratuities to drivers and tour leaders or local guides and tips to hotel porters, and/or any personal expenses. Please check with us, or your travel advisor, for general information regarding visa fees, gratuities to drivers and tour leaders or local guides, as well as local tipping practices.

Child Fare

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 surcharge, if any.

Promotional Pricing

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.

Mode of Payment

Payments to us may be made in cash, by MEPS, cheque, credit card or using valid travel gift vouchers (subject to the applicable terms and conditions of such vouchers). Cheques will only be accepted if presented to us at least 3 working days before the due date. All payments must be made in MYR Ringgit Malaysia.

Pricing Accuracy

To ensure accuracy in billing, our policy is to clearly list all relevant prices (including SST) in our invoices and communications materials. We will also clearly indicate any additional charges for extra services that may be incurred by the Customer.

Receipts

We will issue a detailed receipt for each and every payment made. Whilst we are a SST-registered organisation, no SST is levied for outbound tours. However, SST is payable by the Customer for any tours and coach services within Malaysia.

12 Feedback Mechanisms and Disputes

We welcome feedback from our customers. Should you have any feedback or complaint concerning any Package Tour, you should inform our representative during the course of the Package Tour and if matter cannot be resolved after our representative's best endeavours to do so during the Package Tour, your complaint should be submitted in writing to the Company at feedback@chansworld.com.my, and we will use our best endeavours to resolve the dispute as soon as possible.

13 Marketing Communications

We endeavour to ensure that all of our brochures and marketing communications contain sufficient and accurate information regarding our Package Tours, services, prices and promotions. Our terms of sale are readily available on our website.

14 Confidentiality and Privacy

We will comply with all relevant obligations under the Personal Data Protection Act 2010 ("PDPA") governing the collection, use, disclosure and care of your personal data in accordance with our privacy statement, a copy of which can be found at www.ChansWorld.com.my/Privacy.

We may take photographs and videos of travellers participating in our Package Tours for our advertising and publicity materials (e.g. brochures) or related media programmes (e.g. particularly those involving celebrity Package Tours) and by joining our Package Tours, all travellers shall be deemed to have consented to such collection and/or use on our part.

Notwithstanding, any traveller who wishes to withdraw his or her consent to our collection or use of any photographs or videos that may feature such traveller, may notify us at privacy@chansworld.com.my, whereupon we will endeavour, as soon as reasonably practicable, to remove any reference to such traveller from our advertising and publicity materials and/or related media programmes; provided always that we shall not be liable to recall or change any such materials or media programmes which have been produced, publicly distributed or disseminated by us prior to receiving such notice.

We shall, correspondingly, be entitled to disallow any traveller from joining a Package Tour expressed to be organised as part of a media programme if such traveller does not expressly consent to the taking and use of his or her photograph or to the filming/recording of the Package Tour. For Package Tours organised as part of a media programme, the Customer warrants that all travellers, for whom the reservation is made, have been made aware of this clause and have

duly consented to the taking and use of their photograph and the filming/recording of the Package Tour for such purpose, terms for which may be found at www.ChanBrothers.com/Celebrity.

15 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.

16 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 comply with any of his or her obligations hereunder;
 - (v) 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.);
 - (vi) a failure by the Customer 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.

17 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. The latest copy of these Terms and Conditions is maintained and made available on our website. Customers and travelers are responsible for periodically checking our website to update themselves on the latest Terms and Conditions.

I/we on behalf of

Hereby accept the above terms and conditions of tours booking agreement.

Customer Acknowledgement