

TERMS & CONDITIONS

These Terms and Conditions form an integral part of, and shall be read together with, the Letter of Appointment / Engagement / Mandate issued alongside this Travel Proposal, collectively representing our engagement as your appointed travel agency.

1. CONTRACTUAL DOCUMENTS

The following documents collectively constitute the contractual agreement between the parties:

- The Letter of Appointment / Award / Mandate;
- The Client's Progressive Report;
- Any other supporting documents forming part of this engagement; and
- Any Variance Orders (if applicable).

In the event of any ambiguity, discrepancy, or inconsistency among these documents, the Travel Proposal and these Terms and Conditions shall prevail.

These documents shall be legally binding and enforceable in accordance with the terms stipulated herein.

2. TRAVEL DATES & RESERVATIONS

The travel arrangements, including transport, accommodation, activities, and meals (the "Package"), are tentative and subject to change based on factors such as airfare, flight schedules, exchange rates, and other economic influences. Reservations will only be made upon:

- Receipt of your written confirmation of the selected Package; and
- Payment of the first milestone fee as stipulated under Clause 3.1.

We reserve the sole right to make preliminary reservations before receipt of the first milestone payment. However, such actions shall not be interpreted as a waiver of your obligation to make timely payments as stipulated.

If the proposed Package becomes unavailable, we will notify you and collaborate to secure a suitable alternative. Any additional costs incurred due to changes shall be borne by you.

Should you object or disagree with any contents of the Contract Documents, you must notify us in writing (via email or letter) within three (3) working days of signing. Failure to

do so will be deemed as acceptance. Any objection received beyond this period shall be considered invalid and unenforceable.

3. FEES & PAYMENTS

3.1 Payment Schedule

Our professional fees (excluding applicable SST) are payable as follows:

Milestone	Payment Due	Amount
First Milestone	Within 1 week of appointment	50%
Second Milestone	4 weeks before departure	50%

Upon written request, we may extend the first milestone deadline by up to one (1) calendar month from the date of appointment. If the first payment is not made within this extended period, such failure shall constitute a breach of contract.

We reserve the right to terminate the agreement in such cases, and you shall be liable for:

- Any expenses we have incurred on your behalf (with or without your prior approval), including flight bookings, hotel deposits, and vendor payments;
- All non-refundable costs and cancellation fees; and
- Any shortfall we suffer as a result of your breach.

Should you refuse or neglect to make payment, we may pursue legal action to recover the outstanding amount as a debt owed.

Delayed termination of this contract due to late payment shall not constitute a waiver of our contractual rights.

3.2 Late Payment Interest

We reserve the right to impose interest at 8% per annum on all overdue sums from the date of our demand, without further notice. This interest rate is mutually acknowledged as a genuine pre-estimate of loss.

3.3 Updated Fee Quotes

All quotations are valid until superseded. We reserve the right to revise our fees in the event of price fluctuations, including but not limited to airfare changes, exchange rate movements, or supplier adjustments. Any revised quote will override the previous one.

3.4 Additional Services

The following services are available at additional charges:

- **Children and Infants**
 - Infant (<2 years): 10% of adult fare
 - Child (2–12 years) with twin bed: 95%
 - Child with extra bed: 90%
 - Child without bed: 85%
 - A maximum of two (2) children/infants may share a room with parents; additional children require separate rooms and adult rates apply.
- **Other Add-ons** (quoted separately):
 - Travel insurance
 - Visa/health certificate applications
 - Photographer/videographer services
 - Complimentary gifts

3.5 Price Fluctuations

You acknowledge the risk of vendor price fluctuations. If payment is not made in accordance with the payment schedule, any subsequent price increase shall be borne by you. Quotes marked “estimated,” “projected,” or similar are subject to change.

3.6 Refund Policy

No refund shall be provided for:

- Missed events or meals due to late arrivals or early departures;
- Participants who withdraw after booking; or
- Reductions in group size after bookings have been confirmed.

If participant numbers fall below the agreed group size, this Travel Proposal becomes void, and a revised fee quote will be issued. If numbers increase, we will adjust the pricing accordingly.

3.7 Ad Hoc Arrangements

Any additional expenses incurred during the trip (e.g., excursions, gifts, upgrades) that fall outside the agreed scope shall be borne by you and payable within three (3) working days of our invoice.

3.8 Payment Method

Unless otherwise agreed in writing, all payments must be made in Malaysian Ringgit (MYR) via cash, bank transfer, cheque, or other approved methods.

3.9 Disputes on Payment

If you dispute any part of an invoice, you must notify us in writing within three (3) days of receipt. Failure to do so will be deemed acceptance. Any notification beyond this deadline will be disregarded.

Both parties agree to resolve any disputes in good faith. If unresolved, either party may seek legal remedies in accordance with Malaysian law.

3.10 Taxes

All applicable taxes, duties, and government-imposed levies are your responsibility and must be paid in addition to the agreed fees.

4. VARIATION OF TRAVEL PROPOSAL

We reserve the right to amend the itinerary due to unforeseen circumstances. In such cases:

- Minor variations will be communicated;
 - Significant downgrades will be accompanied by a proportional refund; and
 - Variations requested by you will be implemented after mutual agreement on revised pricing.
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5. SPECIAL CONDITIONS

You must inform us in writing of any medical conditions, dietary restrictions, or other special requirements before we make reservations. We shall not be held liable for any loss, injury, or inconvenience arising from such conditions if not disclosed in advance.

6. COMPLIANCE

You are responsible for ensuring that all participants comply with travel guidelines, destination laws, and airline regulations (including baggage limits). Any excess baggage charges shall be borne by the individual participant.

7. LIMITATION OF LIABILITY

We are not liable for any loss, injury, or damage to persons or property arising from the use of services we arranged. You agree to indemnify and hold us harmless against all claims or expenses arising from the trip, including those involving third parties.

Where terms such as "satisfactory" are used, such standards must be evidenced in writing. Unless dissatisfaction is reported and we fail to address it (except where outside our control), services are deemed accepted.

8. FORCE MAJEURE

We reserve the right to cancel or alter the trip due to events beyond our control (e.g., war, natural disasters, terrorism, weather, government actions). In such instances:

- We are not liable for any loss or damage; and
 - You shall reimburse us for any non-recoverable costs already incurred.
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9. ENTIRE AGREEMENT

This document and its referenced materials represent the full agreement between the parties, superseding all previous discussions, agreements, or communications. No variation shall be effective unless made in writing and agreed by both parties.

10. COMMUNICATIONS

Electronic communications (e.g., email, messaging apps) relating to the trip are considered delivered on the date received.

11. SEVERABILITY

If any part of this agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. TIME

Time is of the essence for all obligations under this agreement.

13. GOVERNING LAW

This agreement is governed by the laws of Malaysia. Both parties submit to the jurisdiction of Malaysian courts for any disputes arising hereunder.

14. PERSONAL DATA

We will collect and process personal data in compliance with the Personal Data Protection Act 2010 (PDPA). You confirm that:

- You consent to us collecting your information for purposes related to this trip; and
- Where applicable, you have obtained consent from others whose data you provide to us.

You also authorize us to use your name, and any photos or videos taken during the trip for our marketing purposes, and warrant that you have secured consent from any featured participants. This authorization shall survive the trip and termination of this agreement.

15. WAIVER

No waiver or delay in exercising any right under this agreement shall be construed as a waiver of future rights. All rights and remedies hereunder are cumulative and not exclusive of any rights available under law.