

GENERAL TERMS & CONDITIONS (Ref: SH/TC/090415)

Tour members are deemed to have read understood and accepted the following conditions stipulated herein:

(1) TOUR FARE INCLUDES

- Economy return excursion group ticket.
- Hotel accommodation on twin sharing basis. Single room occupancy supplement is at additional cost.
- Meals as specified in the itinerary.
- Sightseeing and transfers as specified in the itinerary.
- Checked baggage allowance as provided by airlines, subject to the terms and conditions of the respective airlines. This also applies to hand carried baggage on board the aircraft

(2) TOUR FARE EXCLUDES

- International Passport
- Excess baggage charge
- Beverages such as wine, mineral water (unless otherwise stated), laundry, communication costs, mini bar, etc
- Items of a personal nature
- Meals or any other services not mentioned in the itinerary
- Porterages at airport and hotels

(3) MISCELLANEOUS CHARGES

- Airport taxes
- Visa
- Tipping to guide and driver
- Travel insurance

(4) CHILD FARE

Eligibility: below 12 years old on the date of departure from Malaysia. Child fare is based on sharing room with two adults. Supplement will apply for child occupying a room with only one adult.

(5) PAYMENT

A non-refundable booking fee of RM500 – RM3,000 per person is required upon booking. Full payment is required 30 days before departure. If booking is made less than 21 days before departure, the full amount must be paid upon booking and confirmation. Failure to comply with this may result in cancellation of your booking and in such an event the cancellation fees as stated below are payable by you.

(6) TOUR CANCELLATION

- Cancellation Fee
A cancellation of original booking at the request of the customer (must be made in writing to notify the Company) includes any change in the departure date or postponement of travel or type of tour or the itinerary or do not show up at the departure for whatsoever reason and missed the flight. The following cancellation fees shall be imposed:
 - I. Over 1 month before departure: Forfeiture of booking fee as per stated above
 - II. 30 days to 21 days before departure: Forfeiture 50% of the total fare or booking fee paid, whichever is higher
 - III. 21 days to 14 days before departure: Forfeiture 75% of the total fare or booking fee paid, whichever is higher
 - IV. Less than 14 days before departure: Forfeiture 100% of the total fare
 - V. No show at the time of departure: Forfeiture 100% of the total fare

- Cancellation of tour by the company
In the event that the tour that you have booked did not materialize due to insufficient passengers to form a group size; the Company may choose to cancel the entire tour. In such cases, the Company will do it's best to notify you or your travel agent before departure and the Company will refund any money paid by you within 7 working days (except for visa application & processing fee which are strictly non-refundable once the visa has been issued or already submitted to the embassy for the processing of the visa application). For any

payment made by credit card, the process of refund will be via credit card.

- The Company may, if it so chooses recommends alternative tours preferably to the same destinations or other tours for your consideration. Should you decide not to accept the alternatives; all monies paid by you will be refunded in full by the Company without further obligation or liability.

(7) PASSPORT AND VISAS

It is the responsibility of tour members to ensure that they have a valid International Passport or other recognized travel documents with a validity of at least 6 months from the date of return to Malaysia. Please ensure that you have the necessary visas and travel documents as required by the various Government authorities of the countries to be visited (e.g. exit permit, work permit, social visitors pass or etc.)

The Company will render assistance in making visa application wherever it deem possible. Service charges and visa fees will be borne by the tour member. The Company cannot, however, guarantee the approval of your visa application. If the application is rejected, the visa fee and charges are non-refundable

The Company cannot be held responsible for any loss of passport(s) due to any reason whatsoever including without limitation, negligence on the part of our employees, agents and or servants.

(8) FLIGHT DEVIATION

- I. Tour members who wish to change and return on a later date, flight deviation is subject to the airlines terms and conditions, ticket validity, additional charges and seats availability etc. An additional charge imposed by the airline is borne by the tour member.
- II. Reverting to the original tour schedule maybe difficult once the extension of stay / deviation has been confirmed.
- III. When the extension of stay / deviation cannot be confirmed, passengers are deemed to be taking the original tour schedule.
- IV. The ticket issued is restricted to the specified airline only. It is non-negotiable, non-endorsable, non-re issuable, non-re routable and non-refundable. Any alteration of the routing or change of date by passenger is solely at his/her own risk.
- V. The Company and or its associated agents shall not be held responsible for any inconvenience caused and extra expenses incurred.
- VI. Departure transfer to airport will not be provided for deviation passengers

(9) RESPONSIBILITY AND LIABILITY

Summit Holidays and its associated agents act only as agents for the passenger and the transportation companies, hotel contractors and other principals involved in this tour. All tickets, vouchers and documents issued are subject to the terms, conditions and contracts under which such transportation and other services are provided and therefore assumes no responsibility for any injury, illness, damage, accident, loss, delay, death or irregularities that may be caused to person or property.

All bookings are subject to usual terms, conditions and contracts of local ground operators. The Company reserves the rights to alter or modify timetable, carriers, itineraries and hotel accommodation in any way necessary in the interest of tour members or due to circumstances beyond control. If additional expenses are incurred through delays, accidents, or disruption of advertised schedules beyond the control of the operator, such expenses must be borne by the passengers.

The Company does not accept any liability in contract for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by events which are beyond its control, or which are not preventable by reasonable diligence on its part including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of government or of any authorities, accident to or failure of machinery or equipment or industrial action. The passage contract in use by the transportation companies or firms concerned shall constitute the sole contract between transportation companies or firms and the purchasers of these tour and/or passengers.

All tickets, coupons and order are furnished and subject in all aspects to those terms and conditions under which means of transportation or other services provided thereby are offered or supplied by owners, operators, public carries, managing agents or agents.

Summit Holidays reserves the rights to require any person to withdraw from the tour if it is deemed that his/her acts or conduct is offensive to or incompatible with the comfort of other clients and Summit Holidays shall be under no further liability thereafter to any such person.

(10) FURTHER NOTES

- I. No refund or reduction will be made for any services, transfers, accommodation, meals or tours not utilized.
- II. Tour price is valid for payment by cash and subject to change without prior notice in the event of currency fluctuations and fuel surcharge increase.
- III. No guide, courier, escort or other employees or agent of Summit Holidays is authorized to commit the Company to any liability whatsoever and the Company will not be bound by any statement or representation unless it is in writing and signed by an authorized member of the Company.
- IV. Summit Holidays shall not be held responsible for the deportation or refusal of entry by immigration authorities of tour members resulting from the possession of unlawful items or those holding improper travel documents or other causes or whose behavior and activities are considered as subversive by the foreign government concerned.
- V. Tours will be operated on a sit-in-coach (S.I.C) basis, when and where circumstances, deemed necessary.
- VI. Summit Holidays reserves the rights to decline any booking or, after acceptance of the booking, to cancel any tour arrangement for any reasons including insufficient passengers and non-confirmation of arrangement by the various services suppliers, or uncontrollable factors that do not allow the conduct of a safe tour or the delivery of services as described in the itinerary, including act of God, war, transportation, strikes, riots or orders from the Government of Malaysia and/or other countries.
- VII. In the event of differences between the Chinese and English versions of the terms / conditions and tour itineraries, the English version is deemed to be the correct version
- VIII. Tour programs, prices, services and conditions are correct at the time of publication and are subject to change with or without prior notice.
- IX. Summit Holidays reserves the right to publish and print photographs taken during tours for commercial use.