



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

Terms & Conditions Version 1.2 as of 10/05/2019

This website is operated by TUI International Holiday (Malaysia) Sdn. Bhd. (Company No. 1275784-T. ,Licence No. KPK/LN9082), B1-26-6, SOHO Suites@KLCC, No. 20 Jalan Perak, 50450 Kuala Lumpur, Wilayah Persekutuan. This website is provided solely to assist customers in gathering travel information, determining the availability of travel-related goods and services, doing legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms “we”, “us”, “our” and “TUI” refer to TUI International Holiday (Malaysia) Sdn. Bhd. The term “you” refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents.

This website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the ‘Terms of Use’ or ‘Agreement’). Please read the terms of Use carefully. By accessing or using this Website, booking any travel products or services on this Website, or contacting our call centre agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or make bookings through this Website or our call centre agents. TUI may at any time change these Terms of Use and your continued use of this Website is conditioned upon acceptance of the updated Terms of Use.

The Services offered by TUI International Holiday (Malaysia) and its software, as defined below can only be used by customers who have first read these General Terms and Conditions and accepted them unconditionally by clicking on the appropriate box provided for the purpose. It is not possible to proceed with the booking process without this acceptance. Customers undertake to fulfil the obligations contained within these terms and conditions. The agreement between Customers and TUI comes into force as soon as TUI provides written confirmation of a booking to Customers by email.

Customers should save and/or print a copy of these terms and conditions for future reference when making a booking.

Price and Payments

The default currency on the website is Malaysia Ringgit (MYR). Payment through the payment gateway will be processed and charged in Malaysia Ringgit. Prices in other currencies are indicative and subject to exchange rate charged by your bank plus any transaction fee determined by the bank or other agency processing the transaction. This means the amount listed on your credit or debit card statement may be a different figure than the figure shown when making your reservations on this website. If you have any questions about these fees or any exchange rate applied to your booking, please contact your bank.

Name in Reservations

Reservations must be booked in the guest's name as it is displayed on passport. Name changes are generally not allowed. Guest will be asked for passport or ID at time of check-in. If the name on the reservations and the passenger's passport/ID do not match, the guest will be required to make a new reservation.



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

Confirmations

Confirmation of a booking includes the essential elements such as the description of the service booked and the price, will be sent to the customer by email. If the customer does not receive a confirmation email after 24 hours of placing the booking, he/she should contact the customer support team.

It is expressly agreed that data stored in the information systems of TUI and/or its suppliers shall constitute proof with respect to the bookings made by the customer. Data stored in computers or electronic media are valid proof and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

Travel, Tour & Holiday Packages

Your booking is confirmed after full payment of the package price is received by us and a booking reference number and your ticket(s) are issued as stated in booking confirmation email sent by us.

For cancellation, changes, and refunds, please read carefully the respective chapters of the Terms & Conditions.

Taxes and surcharges are generally included in the ticket price. There may be exceptions where tax must be paid locally upon check-in as required by local regulators and authorities.

If your trip involves any international destinations, it is your responsibility to ensure that you have the relevant visa or transit visa and travel with a passport with validity of at least 6 months, and that you comply with all immigration requirements.

Flight times may change at the discretion of the airline. It is important to reconfirm your flight departure times and terminal with the airline at least 24 hours before departure.

Fees may be charged by airlines for services such as golf sets, preferred seat selection, baggage handling, excess baggage or wheelchair services. Please note that fees are determined and charged by the airline and may vary anytime.

All passengers are subjected to the applicable flight fare rules and restrictions in accordance to the flight tickets purchased and flight times shown as local times.

In the event you fail to show up for your flight or fail to check-in the hotel booked in the package, the booking will lapse and not be substitutable for other hotels, or refunded, nor any credit given for any unused portion of the package and cannot be used for future purchases.

All packages confirmed are subject to TUI Malaysia Terms and Conditions, airline General Conditions of Carriage and the respective hotel policies and Terms and Conditions.

Packages purchased do not include any transfer to/ from the arrival airport to the hotel, ferry connection or any connection (unless otherwise specified in the package details) and TUI Malaysia is not responsible for such onward transfer, or any consequential disruption or expenses or losses howsoever caused.



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

At time of booking, all special requests including but not limited to non-smoking rooms / adjoining / interconnecting / disabled room will be made known to the hotel. These are subject to availability and at the discretion of the hotel.

The airlines and hotels may refuse carriage or acceptance of you, your guests or your baggage if, in the exercise of our reasonable discretion, we determine either that the payment of your package is fraudulent, or the booking of your package has been done fraudulently, unlawfully or has been purchased from a person not authorised by TUI Malaysia.

Cancellations

Cancellation to reservations must be made directly with the TUI by contacting TUI Customer Care.

In the event of cancellation or partial cancellation of a booking by the customer, charges may be imposed by the applicable suppliers. Where a cancellation affects more than one person on the booking, any applicable cancellation charge will be applied in respect of each person on the booking.

A fee may be imposed by the applicable supplier in the event of a cancellation to a booking.

If the customer does not present himself / herself at the departure of the trip, refunds will only be due to the customer in line with the rules and restrictions of the applicable suppliers as notified in the booking process.

We reserve the right to cancel your booking if payment is deemed to be suspicious by the bank or if full payment is not received in a timely fashion.

TUI administration fee of RM 50.00 will apply in addition to any fees imposed by the supplier.

Change of Booking

No changes are allowed for a booking, e.g. changes of name of passengers travelling, dates of trips, origins, destinations, flights, accommodations are not allowed.

Refunds

In the event of a refund to the customer after the above deductions, the relevant amounts will be transferred back by the party of the payment card used to make the original booking. Any booking charges applied will not be eligible for reimbursement. Customers should note that refunds may take up to 6 months.



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

Contact and Customer Care

Email: customercare.mhholidays@tui.com

Phone: +60 15 46 0000 44

Mail: TUI International Holiday (Malaysia) Sdn. Bhd.

B1-26-6, SOHO Suites@KLCC

No. 20 Jalan Perak,

50450 Kuala Lumpur

Wilayah Persekutuan

Malaysia

Air Transport Terms and Conditions

The customer is responsible for complying with the instructions of the airline and/or tour operator, with respect to flight check-in times. In particular, the customer acknowledges and agrees that:

Airlines reserve the right to cancel or change schedules without notice. Schedules shown are based on expected flying times as indicated by the airlines. Because weather and other factors may affect operating conditions, departures and arrivals cannot be guaranteed nor are the responsibility of TUI.

TUI, has no control over the allocation of seats on any air transport, even if pre-booked with the airline, and does not guarantee that specific seats will be available on departure.

TUI, has no control over any indications of the hours spent flying which are provided by the supplier of the relevant air transport and are given for guidance only and are subject to alteration and confirmation.

It is the customer's responsibility to confirm his / her return flight in accordance with the requirements of the supplier of the relevant air transport.

If Customer books a return journey and does not use the outward flight, the airline may cancel the return flight without refund. This also applies if the return flight is not taken and insofar as the travel is not taken at all. The Customer must use flight coupons in sequence.

In the case of special or charter flights, the name of the airline, the flight schedule, the aircraft type, the itinerary and possible intermediate stops are only given as an indication of the outward and return flights in the trip. In accordance with a supplier's rules and restrictions, these flights, aircraft types and flight numbers can be subject to change, and can be moved by up to 24 hours, even after confirmation.

Additional charges may be imposed by airlines for meals, luggage, seat selection, etc. TUI is not responsible for such charges and charges may be amended by airlines at any time.

The customer must comply with all air transport supplier's rules and restrictions on the carriage of pregnant women.



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

Airlines reserve the right to assess additional charges that could include an additional ticket purchase for passengers who may be too large to comfortably sit in one seat.

The customer must comply with the air transport supplier's rules and restrictions on the carriage of children and that children older than 2 years on the return date must have a return ticket at a child fare for both the outbound and inbound flights. Customers who do not comply with this will not be eligible for a refund of any seat charges incurred during travel. Children under 2 years will not be allocated their own seat in the aircraft, unless a child fare has been booked for them. Unaccompanied children under 14 will only be carried in accordance with the air transport Supplier's Rules and Restrictions.

Combined One-Way Tickets

TUI may offer customers the opportunity to book a combination of two one-way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different airlines.

Unlike roundtrip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes a customer to make changes to the other flight, the customer will be responsible for any fees incurred for making changes to the unaffected flight.

Administrative and Health Regulations

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. TUI has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

Special Fares

The flight routes offered may include special fares which offer the best price, but do not necessarily take the most direct route. Some itineraries require a change of aircraft in-route. A flight that is described as direct is one where there is no need to change aircraft during the journey, however, stops may be made in-route for re-fuelling or to let passengers on and/or off. Details of any stops will be given during the booking process and are clearly identified both on the Website and on a Customer's email confirmation. Frequent flyer miles may not be used when booking flights through the website.

Check-In Luggage

Airlines reserve the right to assess an additional charge at the time of check in for additional pieces of luggage, overweight or for non-standard luggage. Examples of non-standard luggage include, but are not limited to the following: Sporting goods and equipment (e.g. golf clubs and skis), Tools, Musical instrument cases, Trunks, Large portfolios, Boxes, Car seats, Animal carriers (animal handling charge may apply)



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

Airline Liability

The Customer is reminded that an airlines' liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by the airline's own Rules and Restrictions including their conditions of carriage.

Electronic ticket

An electronic ticket is a ticket with no physical form. When using this type of ticket, the Customer must go to the check-in desk of the airline concerned and show a valid travel document (passport, visa, identity card, etc.) in order to obtain his / her boarding card. The Customer must strictly observe the times for checking in.

Operating airlines

Customers are advised that in some cases flights booked with one airline may be operated by another airline (codeshare or wet lease) – advance seat reservations, online check-in, earning & burning of frequent flyer miles may not be available for these flights.

Denied Boarding Compensation

If an airline cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Customer's stop-over or destination point, or causes a Customer to miss a connecting flight on which a Customer holds a reservation, the Customer may be entitled to certain remedies from the airline.

Accommodation Services

Accommodation may be offered separately or as part of a package holiday. The services are subject to the rules and restrictions of the suppliers offering the accommodation which will be made available before booking. The rules and restrictions may include restrictions on and/or charges for cancellation and/or changes imposed by the suppliers.

All hotel bookings will require that a customer's credit card is charged for the full payment upon reservation. Prices shown on the website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

If a customer does not show for the first night of the reservation and plans to check-in for subsequent nights in the reservation, the customer must confirm the reservation changes with TUI no later than the original date of check-in to prevent cancellation of the whole reservation. If the customer does not confirm the reservation changes with TUI the whole reservation may be cancelled, and refunds will only be due to the customer in line with the rules and restrictions of the applicable supplier as notified in the booking process.

Any customer who does not cancel or change their reservation before the cancellation policy period applicable to the hotel which varies by hotel prior to the date of arrival will be subject to the charges shown in the rules and restrictions for the hotel reservation. Customers should note that some hotels



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

do not permit changes to or cancellations of reservations after they are made, and these restrictions are shown in the rules and restrictions for the hotel reservation.

Use of rooms

The customer is reminded that, in general, rooms are only available from 1500 hours and must be vacated by 1100 hours, irrespective of the time of arrival or departure or the means of transport used.

Single rooms generally have one bed and a supplement is often payable for these rooms. Double rooms usually have either two single beds or one double bed.

Accommodation Star Ratings

Star ratings is only a general guide. You should be aware that these are not necessarily the official local rating and that standards can vary between hotels and accommodation of the same class in different countries, and even in the same country. Different countries have different standards; a 3-star hotel in one country is not necessarily equivalent to a 3-star hotel in another.

Accommodation Images

Whilst we endeavour to ensure that property images and descriptions of amenities and facilities displayed on TUI are an accurate and up to date representation of the properties, we cannot guarantee this always to be the case as we obtain this information from our Travel Suppliers. The images and information are provided to give a general 'feel' for the hotel.

Images of room types do not necessarily represent the bed configuration of the room being purchased. For example, a triple room in North America may consist of one double bed and one single bed or a double room in Austria may consist of two single beds. Also, there may be an additional charge for extra beds or cots.

Accommodation Activities

It is possible that, from time to time activities offered by the suppliers that are shown in the description of the accommodation on the Website are cancelled, for example as a result of weather conditions or other reasons beyond the supplier's reasonable control, during out-of-season stays, or if the required number of participants for the activity is not achieved.

Where sightseeing is concerned, the sequence of the various tourist attractions is shown only as an indication. This can be changed by the suppliers.

Accommodation Meals

If meals are part of an accommodation package, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the package. Accommodation which includes main meals generally commence with dinner on the day of arrival at the hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made.



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

The customer is reminded that, unless specified otherwise on the website, drinks are not included with meals. If drinking water is not available, the customer will bear the cost of buying it himself / herself.

Parents are advised to bring special food for their baby with them, as this is not always available locally.

Accommodation Taxes

The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally must be paid locally. The Customer is exclusively responsible for paying such additional taxes. The amount of taxes can change between booking and stay dates. If taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

Insurance

The prices on the website do not include travel insurance. The Customer is therefore advised to take out insurance that covers the consequences of certain cases of cancellation and that also provides cover for certain special risks such as the cost of repatriation in the event of an accident or illness. It is the Customer's responsibility to ensure any insurance policy taken out is adequate to cover their requirements.

The risks covered by these policies, as well as the cost and the amount of cover, are shown on the Website only for the purpose of illustration. If a policy is bought, the insurer will send the policy to the Customer. Claims must be submitted directly to the insurance company in accordance with the terms and conditions of the policy.

Non-Malaysia residents may not be eligible to take out insurance cover offered on the website.

TRAVEL AGENT LIABILITY

The information, software, products, and services provided through TUI online may include inaccuracies or typographical errors.

Wholesalers, airlines, hotels and other suppliers providing travel or other services for TUI online are independent contractors and not agents or employees of TUI are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

TUI have no liability and will make no refund or compensation in the event of any delay, cancellation. Overbooking, strike, force majeure, or other causes beyond their direct control and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

In no event shall TUI and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of the TUI online or with the delay or inability to use TUI online, or for any information, software, products, and services obtained through TUI or otherwise arising out of the use of TUI online, whether based on contract (including fundamental breach), tort, strict liability, or otherwise, even if TUI and/or their respective suppliers have been advised of the possibility of damages. Because some jurisdictions



TUI INTERNATIONAL HOLIDAY (MALAYSIA) SDN. BHD.

do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.