



The following Terms & Conditions must be read carefully.

The purchase of Group & Series Departure Tours offered by Amar Travel & Tours Sdn Bhd ("ATTSB") constitutes a contractual arrangement between you (also referred to in these conditions as "Tour Member") and ATTSB, and represents your acceptance of ATTSB's Terms & Conditions as set out herein.

Kindly ensure that you carefully read and understand these conditions prior to booking. You represent and warrant that you are authorized to accept ATTSB's Terms & Conditions on your behalf and on behalf of all the passengers booked by you and named in your booking. The Terms and Conditions are as follows: -

1. Tour Price Includes

- a. Scheduled return Economy Class Flight Air Ticket which is non-refundable and non-negotiable.
- b. In general, such Flight Air Ticket excludes Airport Taxes, Fuel Surcharges and other relevant charges imposed by authorities.
- c. Where specified in the tour program, the Economy Class Air Ticket, may include relevant taxes and fuel surcharges.
- d. Accommodation and Meals as specified in the tour program and/or brochures.
- e. A child below the age of two (2 years old is classified as an infant and tour fare will be calculated as 10% from the adult normal market or published fares wherever applicable and imposed by the Airlines.
- f. Package pricing is calculated based on the number of nights of hotel stay as stated in the itinerary.
- g. Total days displayed in the package include flight and travel time. Customers are charged specifically for the number of hotel nights, not the total number of calendar days.
- h. Tour escort from ATTSB will only accompany groups of Min 20 pax or more. For smaller groups, local guide/representative will receive the group at the destination airport.

2. Tour Price Excludes

- a. Tipping and Visa Fees, unless specified in the tour program, do not form part of the tour fare and it should be borne separately by the Tour Member. Amar Travel and Tours Sdn Bhd is only acting as an agency to collect these charges and therefore is subjected to the Terms and Conditions of the respective authorities.
- b. In the event Airline changes their pricing mechanism due to Airport Taxes or Fuel Price Changes, we will notify this to customers and collect the differences

3. Visa & Immigration

- a. **Visa processing is not handled by** – Customers are fully responsible for applying, preparing all required documents, and ensuring visa approval.
- b. **Visa Denial or Delay** – In the event a visa is denied, rejected, or delayed, the tour fare is **non-refundable**, and Amar Travel & Tours shall not be held responsible for any losses incurred.
- c. **Immigration Denial** – Customers who are denied entry by immigration, hold expired or invalid passports, or are blacklisted by any authority will **forfeit 100% of the tour fare (non-refundable)**.

4. Accommodation

- a. Accommodation is based on half twin share for adults.
- b. Child fare is based on either with or without extra bed in which case the extra bed may be an additional bed or a roll away as determined by the hotel in accordance to their policy which the Tour Member must concur and agree.
- c. Child fare is for children aged from 02 – 11 years of age from the date of departure and will be sharing as a third person in a twin- or double-bedded room of two (2) adults.
- d. Where a child is sharing a room with one (1) adult, such conditions is deemed as the child fare being calculated as an adult rate.
- e. Single Supplement charge will apply for Tour Member traveling alone in a group. Where requested by Tour Member, ATTSB will assist to couple the Tour Member but shall not be responsible in the event that arrangements are not possible.
- f. Where the name of hotel is indicated in the tour program, ATTSB shall endeavour to use its best effort to secure the specified hotel unless for reasons of unavailability or security, an alternate with similar standard shall be confirmed. ATTSB shall not be held liable for the change of hotel.
- g. Hotels provided are based on local star-rating standards (e.g., 3-star / 4-star local classification) and not international ratings.
- h. Should any hotel change be required due to unforeseen circumstances, accommodation will be replaced with a **similar category or the best available option** at that time.

5. Meals & Halal Policy

- a. Please be informed that breakfast provided in international hotels is generally not Halal certified.
- b. ATTSB will advise customers to consume simple options such as eggs, bread, fruits, and beverages available during breakfast.
- c. There will be no arrangement for Halal-certified hotels unless it is clearly stated in the package description.
- d. Customers are expected to understand and accept this condition before making any booking.



6. Extension / Deviation

- Extension & Deviation from the original flight path or date of travel is subjected to the Airlines Ticket Restrictions, Terms & Conditions and the applicable charges or additional fares.
- Tour Members is to ensure that such enquiry is made and agreed prior to the placement of booking.
- In the event that the tour booking is made and deposits have been paid, the cancellation of the Tour Booking resulted from the failure or agreement to Extend or Deviate, the Terms & Conditions herein after stipulated will be levied.
- Any extension and / or deviation is at the request of the Tour Member shall be at the Tour Member's sole responsibility and ATTBSB shall not be held responsible for any inconvenience caused or additional cost incurred resulted from the extension or deviation.

7. Deposit & Tour Payments

- All deposit must be fully paid upon confirmation of tour.
- Structure of Deposit and Tour Payments are as follows.
- Deposit & Full Payment must be made in full as per the schedule above.
- If full payment is not received within the stipulated 60 days before departure, ATTBSB at its sole discretion reserves the right to forfeit the deposit and cancel the booking.
- If the reservation is **made within 60 days before departure**, full payment must be made within three (3) working days after proforma invoice issued

PACKAGE PRICE	DEPOSIT AMOUNT	FULL PAYMENT DEADLINE
Below RM 1999	RM300	60 days before departure
RM 2000 – RM 3999	RM500	
RM 4000 – RM 5999	RM800	
RM 6000 – RM 7999	RM1000	
RM 8000 & above	RM1500	
Promo Packages	RM500	

8. Cancellation & Cancellation Fees

- Cancellation of booking by Tour Member must be made in writing or email in avoidance of any mis-communication.
- In the event of cancellation, the charges shall apply accordingly. (Please refer to the schedule below)**
- If the deposit is insufficient to cover the cancellation charges, the balance must be paid within 3 working days.**
- Request for refund for tour bookings that is eligible for refund on special case basis such as Death/Medical issues will be processed by ATTBSB within 91 days from the date of the refund request less the administrative charges of RM 100 per person.**

Cancellation Charges / Fees	
Period	Cancellation Charges
91 days or more	Forfeiture of deposit
61 – 90 days before departure	45% of tour fare
30 – 60 days before departure	80% of tour fare
Below 30 days before departure	100% of the tour fare

9. Flight Timing and On Time Performance

- Flight timings and schedules are not guaranteed and do not form part of the contract. All flight schedules is subjected to change or cancellation by the Airlines or Regulatory Body of the country. ATTBSB shall use its best effort to re arrange the Tour or flight enabling The Member to proceed with the Tour.
- Pursuance to item 7(a), ATTBSB shall not be held liable or responsible for any cancellation of additional charges resulted from such change or cancellation of the flight schedule by the Airline or Regulatory Body.





10. Cancellation of Groups and Series Groups

a. Grounds for Cancellation

ATTSB reserves the right, at its sole discretion, to cancel any Group Tour or Series Group Tour ("Tour") under the following circumstances:

- i. **Force Majeure Events** – including but not limited to Acts of God, war, pandemic, endemic, natural disasters, the outbreak of infectious diseases, riots, civil commotion, strikes, or any directives, prohibitions, or restrictions imposed by the Government of Malaysia or the government of the destination country
- ii. **Insufficient Participation** – where the number of participants falls below the minimum required group size of fifteen (15) passengers.

b. Consequences of Cancellation Under Clause 10(a)(i)

In the event a cancellation occurs due to Force Majeure as stated in Clause 10(a)(i), ATTSB shall, on a best-effort basis, recommend alternative tour options, preferably to the same destination or to destinations offering a similar tour price.

c. Consequences of Cancellation Under Clause 10(a)(ii)

In the event a cancellation arises due to insufficient participation as stated in Clause 10(a)(ii), ATTSB shall recommend alternative tour options, preferably to the same destination or to destinations offering a similar tour price. If the passenger declines all alternative arrangements, ATTSB shall refund all monies paid by the passenger for the cancelled Tour.

d. The decision by ATTSB shall be final and conclusive and it is agreed that ATTSB shall not be held liable for any cost arising from such cancellation other than refund all sums paid by the Tour Member.

11. Tour Members Responsibilities

- a. It is the Tour Members responsibility to ensure that they possesses a valid International Passport with at least a minimum validity of 6 months from the date of departure and other relevant travel documents.
- b. A Copy of the passport must be emailed or faxed to ATTSB, Customer Services for the purpose of ensuring correct information in accordance to the passport when creating the flight reservations and issuance of tickets.
- c. Tour Members is also responsible to ensure that they are cleared of being blacklisted by Regulatory Bodies such as Inland Revenue, Banks, Insolvency Department and other bodies which may restrict Tour Member from traveling abroad. ATTSB will not be responsible for any refund, change or deferment of travel resulted from such restrictions.
- d. The necessary visa, health certificates and vaccination in accordance to the requirement of the country destined. Tour Members is encourage to process their own visa. Where visa fees are included in the Tour Price, ATTSB Customer Services Staff will assist in the application. Under this circumstances, it is hereby agreed that ATTSB shall not be held responsible or liable for any loss of passport due to any reason whatsoever including but not limited to negligence on the part of ATTSB, its employees, agents and servants.

12. Travel Insurance

- a. ATTSB strongly advise all Tour Members to purchase their travel insurance coverage for the duration of their tour. Our Customer Services Staff would be more than happy to offer the available plans for your selection. Depending on the plan, the coverage would include trip / tour cancellation / curtailment, accident, injury, illness, medical hospitalization, flight delay, baggage lost, etc.
- b. Travel Insurance is mandatory as advised by Malaysian Travel & Tour Association. For the purpose of indemnification, in the event Tour Members already have insurance coverage or refuses to purchase insurance, Tour Members are required to sign a disclaimer statement to indemnify ATTSB for any unfortunate circumstances while on tour. Such indemnity form will be provided by our Customer Services Department for Tour Members completion prior to the departure of the tour.



11. Company's Right & Responsibilities

- a. The Company and / or its associated agents act only as an agent for the transportation companies, hotel contractors and other principles. Tickets, vouchers and documents are issued subject to those terms and conditions under which there services are provided.
- b. Tour Members participating in any tour organized by ATTSB and /or its associated agents shall be at their own risk. ATTSB and / or its associated agents, tour operators shall not be held liable to any person as a result of any of the followings:
 - i. Inaccuracy, misdescription or changes to any tour and its itinerary
 - ii. Additional expenses due to delays or changes in any transport services, sickness, weather, strikes, war, quarantine or other causes
 - iii. Any damage, loss of baggage/s or other personal effects or accidents. It is the responsibility of the Tour Members to claim from their respective insurance
 - iv. Deportation or refusal of entry of Tour Members by immigration Authorities due to possession of unlawful items or holding improper travel documents or any other causes which are considered as subversive by the local and foreign government concerned.

12. Image & Video Right

Customers grant AMAR TRAVEL & TOURS SDN BHD the rights to use photos/videos for:

- Website
- Flyers/booklets
- Social media
- Television or electronic media

13. Difficult and uncooperative Tour Members whose act and conduct are unreasonable and detrimental to the enjoyment, interest, well-being and safety of the other Tour Members and the smooth-running of the tour in general will be dealt with by the Tour Manager. The Tour Manager may require the difficult Tour Members to leave the tour and his / her decision in this respect is final and conclusive. ATTSB will not refund any uncompleted tour or part of the tour resulted from such dismissal.

14. Amendment to Tour itinerary by the Company

- a. Information in the brochures / flyers is correct to the best of ATTSB's knowledge at the time of print. ATTSB makes reasonable effort to avoid changes in the itinerary. However, ATTSB reserves the right to make changes at any time due to unforeseen circumstances, especially during peak periods or in the event of a force majeure.
- b. ATTSB cannot guarantee that any item or amenity mentioned will always be available, especially where ATTSB has no direct control over it.
- c. In the event of any inconsistency between the English version and the Malay translation of the information, the English version shall prevail.

15. Legal & Complaint Waiver

- a. Upon agreeing to these Terms & Conditions, the customer fully acknowledges and accepts that **any complaints, disputes, or claims** relating to the services provided by ATTSB cannot be brought to **MATTA, MOTAC, Consumer Tribunal, Court of Law, or any third-party body/authority.**
- b. All matters are considered **final and binding** once agreement is given, and customers waive their rights to pursue any further legal or external claims against ATTSB.