



Easy Europe Holidays Sdn Bhd (KPL 7848)

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OUR BOOKING TERMS AND CONDITIONS

You as the Client are deemed to have read and understood the general booking terms and conditions as follows and agree to abide by them during the time of acceptance of your quotation and/or acceptance of your tour/flight/package reservation.

Deposit and Payment

In order for us to proceed to confirm your booking, a **non-refundable 1st deposit** of RM1,000 per traveler is payable at the time of reservation. A **non-refundable 2nd deposit** of RM5,000 per traveler is payable when the tour is confirmed with the flight schedule. Balance payment will be due **at least 45 days prior** to departure.

In the event that the company made a change on the departure date and/ or tour did not materialise, the deposit shall be refund in full.

2nd deposit payment is payable at the time the tour is confirmed.

In the event of a default in effecting payment of the balance sum by the said time period, the Company can, at its sole discretion, cancel the reservation and forfeit any payment done beforehand; the Client shall also waive all rights of recourse against the Company. The Company accepts payment by cheque, interbank funds transfers, cash or bank draft (the Client is to bear the relevant bank administrative fees). Payment by credit card is subject to a fee of 2% of the total amount.

Travel Documents – Visa & Immigration Clearance

Please be aware that it is the Client's responsibility (and those travelling together with the Client), to ensure that the valid travel documents and requisite visa approvals have been obtained prior to departure. There are requirements by some countries that certain vaccinations and health certificates are to be produced before entry to that country is permitted; the Client is advised to make the necessary enquiries at a Traveller's Clinic well in advance. The Company accepts no responsibility for any delays or complications that arise due to non-compliance or non-fulfilment of immigration, health or other governmental requirements on the Client's part. The Company can assist in your application wherever possible and necessary, but is unable to guarantee approval of visa application. In the instances where the Company assists the Client to apply for a travel visa, the Client has to agree that the Company cannot be held responsible if the application is rejected for whatever reasons.

Medical Insurance

The Client is strongly advised to obtain the relevant travel insurance cover for the duration of the trip. This sort of insurance can cover the Client for contingencies such as Cancellation, Delays, Personal Accident, Emergency Medical Evacuation, Loss of personal belongings, etc. The Company will be glad to assist in recommending the suitable travel insurance plan to the Client.

Risk Management Policy

On Adventure Trips and Overseas Training Trips, the locations are in remote areas or in the wilderness. The events that may occur in these places are less predictable. The unexpected is the norm. Despite painstaking pre-trip organization, nothing can be taken for granted. There will be an element of risk-taking as we are dealing with the elements. Some of our destinations will not have the same quality of emergency, health and safety services that we are accustomed to here in Malaysia. Road travel may be uncomfortable and at times, unreliable. This means that the itineraries that have been planned should be seen as statements of intent, rather than a contractual obligation. Weather, transport difficulties and political instability may result in amended itineraries. Our ground handler and/or tour escort will make the necessary changes in view of the safety and interest of the participants. These amendments may be made with or without the consultation of the participants. Nonetheless, the Company will do everything within our control to minimize the effects of the enforced changes. The Company, however, cannot be held responsible for the results of these changes, regardless of how they were caused.

The likelihood, whether great or small, of the potential harm coming to the realization and causing an accident, is taken into serious account on the extent of how severe the injuries might be.

The Company adopts a policy that aims to ensure that

- a. There has been proper planning and preparation of the program to avoid accidents
- b. The program is tailored to suit the participants' abilities. (*granted that all medical and physical declarations by participants are clearly made known*)
- c. Pre-trip briefings, safety briefs and safety checks, including professional advice is rendered to participants
- d. Prompt and effective attention will be provided in the event of any illness or injury

The Company does, however, request that all participants are to be physically fit, properly attired and aware of the perceived risks whilst on an adventure trip. For all school programs, the organizers are the ones responsible for the preparation of their charges for the trip.

Cancellation & Refund Policy by the Company

The Company reserves the sole right to cancel any tour due to insufficient number of participants or due to factors beyond the reasonable control of the Company such as, but not limited to, natural disasters, epidemics, pandemics, labour strikes, war, civil unrest and disorders, etc. In the unlikely event of a tour cancellation, the Company shall endeavor to notify the Client at the soonest possible time, especially if the cancellation is due to factors beyond the reasonable control of the Company. The Company shall therefore attempt to recommend or provide alternatives for your consideration but should you decide not to accept the alternatives, you shall be entitled to a refund of all monies paid by you to the Company **after deducting expenses incurred** (if any) for visa/s, travel insurance or other applications made on your behalf. If air ticketing is involved, there are cancellation and amendment fees to abide by and these charges will be borne by the Client. Neither party shall have any claims against the other thereafter.

Cancellation by the Client

You or any member of your traveling party may cancel your reservation at any time provided notice of cancellation is **given in writing**. As the Company would have gone ahead to make the necessary arrangements for your trip as agreed upon earlier, the following cancellation charges must be borne by the Client and the traveling party. For cancellations received between 30 days prior to departure – 100% of the package cost.

In the event that tour arrangements were confirmed with a supplier using a different set of cancellation/booking terms (for example, low cost carriers and/or National Park mountain accommodation reservations), from those stated above, the stricter terms will be applicable.

The Company cannot be held responsible for the non-recoverable expenses incurred by the Client/s in preparation of the trip. Such expenses (by the Client/s) include the advance purchase of air tickets, visa fees, medical checks or medications/ vaccinations, gear/equipment etc.

Refund of Unused Services

Should the Client/s decide not to utilize the accommodation, meals, transportation, land tours, or other services already included in the package tour during the course of the tour, no refund or exchange shall be allowed. Any additional costs due to transportation, meals and/or accommodation, will be borne by the Client.

Changes initiated by the Company

The Company shall make every effort possible to avoid changes in the itinerary but should changes be necessary due to factors beyond the reasonable control of the Company including (but not limited to), war, civil disorder, viral outbreaks, changes in airline schedules, weather or local conditions, the Company shall be entitled to do so subject to notice being given as soon as possible and the Company shall endeavor to substitute a suitable arrangement of similar standard and the Client shall have no entitlement to compensation of any form.

Conditions of Carriage

In all cases, where a component of the tour includes travel on scheduled flights in aircrafts or schedule routes in all other modes of travel (be it by train or bus), your attention is drawn to the fact that *the Company has no direct control over the changes in the schedules or the manner in which these services are provided and performed*, and hence, you, the Client, agree that you will not hold the Company responsible for the same.

Company Acting as Agent

In all cases where the Company acts as an agent for a principal such as in cases of flight, vehicle-hire or hotel reservations, **the Company will not accept any responsibility for any default, delay or deficiency on the part of the principal**. In such events, you expressly agree to **seek recourse against the principal directly** and to the extent as may be allowed by law, **you expressly waive all rights against the Company**.

Responsibility

In respect of these services provided, the Company only accepts responsibility for such services over which it has full and direct control. The Company does not accept liability of responsibility for any acts, omissions or defaults of other service providers unless the same could have been reasonably avoided by the Company or unless the same is caused directly by the negligence of the Company, its servants or agents.

Limitations & Exclusions

The Company shall be entitled to rely upon and invoke all limitations and exclusions of liability under all appropriate international conventions and nothing herein contained shall operate to defeat or diminish the Company's rights in that respect.

Force Majeure

The Company does not accept any responsibility whether in contract or in tort for any injury, damage, loss or expenses caused directly or indirectly by force majeure or other events which are beyond the reasonable control of the Company or which are unavoidable by the exercise of due diligence on the Company's part including but not limited to war, strike, industrial action, civil disorders, floods, earthquakes, severe weather conditions, outbreak & spread of viral diseases, acts of God, acts of Government (local or overseas) or any other authorities.

Security and Safety Concerns

As different departure points and arrival destinations would have varying security requirements, the Client/s are required to comply with the said requirement and the Company shall not be responsible if the Client/s should be delayed or refused entry by any country or authorities for any reason whatsoever. For the safety of all members of the tour group, the Company, through its representative/s shall be empowered to deal with any tour member (in consultation with the organizer) in an appropriate manner (including requiring the said tour member to exercise restraint or leave the group) if such a person should act or misbehave in a manner which is unreasonable, violent or detrimental to the enjoyment, interest and safety of the other tour members. In such a situation, the Company shall not entertain any claims for refund or compensation.

Third Party Rights

For the purposes of the Contracts (Rights of Third Parties) Act and notwithstanding any other provisions set forth in this document, this Agreement is not intended to, and does not, give any person who is not a party to it, any right to enforce any of its provisions.

Claims & Dispute Resolution

Should the Client/s have any complaints, it is desirable that the same be notified to the Company immediately so that action/s may be taken to resolve the complaint expeditiously. The Client's complaint should preferably be **in writing** (either by letter or email) and forwarded to the Company no later than **7 days** upon completion of the trip.

Severability of Terms & Conditions

Each provision herein is intended to be separate and independent of the others and in the event should any of the provisions herein be determined or adjudged to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions herein shall be unimpaired and shall continue to apply.

Governing Law

This Agreement shall be governed by the laws of Malaysia and the parties expressly submit themselves to the non-exclusive jurisdiction of the courts of Malaysia.

**please note that these terms and conditions are correct at the time of publishing. Easy Europe Holidays Sdn Bhd reserves the right to change/amend any of these booking terms and conditions.*