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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. Please take notice that these booking terms and conditions contain limitation and exclusion of liability provisions.

You agree that any violation of the booking terms and conditions may result in:

- (a) the cancellation of your booking or purchase,
- (b) forfeiture of monies paid (in part or in full) for your booking or purchase, and/or
- (c) being denied access to the applicable travel/tour – related product or service.

The Company reserves the right, in its sole discretion, to change the booking terms and conditions and after notification by the Company to you of such change, your continued use of our services, including continuing to use and maintain your booking, constitutes your consent to the changes.

Deposit and Payment

In order for us to proceed to confirm your booking, the following deposits and/or payment are required to be made based on the respective category of tours:-

- (a) Category 1 : for Group Tour below RM35,000.00 per person
 - (i) 1st deposit of RM1,000.00 per traveler is payable at the time of reservation,
 - (ii) Upon tour confirmation with the flight schedule, a 2nd deposit of RM5,000.00 per traveler is payable at least 150 days prior to the departure date, and
 - (iii) Balance payment will be due and payable at least 60 days prior to departure.
- (b) Category 2 : for Group Tour above RM35,000.00 per person
 - (i) 1st deposit of RM1,000.00 per traveler is payable at the time of reservation,
 - (ii) Upon tour confirmation with the flight schedule, a 2nd deposit of RM14,000.00 per traveler is payable at least 150 days prior to the departure date, and
 - (iii) Balance payment will be due and payable at least 60 days prior to departure.
- (c) Category 3 : for Cruise Product
 - (i) 1st deposit of 25% of total selected cabin fare is payable at the time of reservation, and
 - (ii) Balance payment will be due and payable at least 90 days prior to departure.

In the event of a default in effecting payment of any of the aforesaid sums on each of its payment due date, the Company can, at its sole discretion, cancel the reservation and forfeit any payment made up to the date thereof or refund any unutilized payments less any costs and expenses incurred by the Company. The Client shall also waive all rights of recourse against the Company and shall not have a right to claim for refund of any forfeited payment. 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.

Minimum Tour Group Size

The Company reserves the right to cancel or withdraw at any time bookings made by the Client if there are insufficient number of participants and the Company shall endeavor to notify the Client at the soonest possible time of such cancellation or withdrawal. However, the Company reserves the absolute right to vary the group size due to unforeseen circumstances and the decision of the Company shall be final and inclusive, and no liabilities whatsoever shall be incurred by the Company for such cancellation. All amounts paid toward booking fees (less such sums that may have been expended by the Company for visa fees, travel insurance fees, health screening fees – if already applied/submitted) shall be refunded to the Client.

Travel Documents – Passport, Visa & Immigration Clearance

Please be aware that it is the Client's responsibility (and those travelling together with the Client), to ensure that 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-fulfillment 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 travel 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.

The Client must ensure that:-

- a. A copy of valid passport, approved visa and/or any other related documents are submitted to the Company at least 60 working days prior to the departure date,
- b. Prior to departure from Malaysia, the Client has a valid passport with at least 6 months' validity upon date of returning from abroad and the Client travelling status is cleared by the Immigration of Department of Malaysia,
- c. Before arriving at the destination country, the Client has all relevant visa, vaccination, necessary travel documents and certificate are in accordance with the requirement and laws of the destination country.

The Company is not liable for any expenses, reimbursement or refunds if the Client is refused entry or deported due to possession of unlawful/prohibited items, improper travel documents or deemed undesirable by foreign authorities.

Travel 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 Flight Cancellation or Delays, Personal Accident or Injuries, Medical Emergencies or Hospitalization overseas, Emergency Medical Evacuation, Loss or Damage of luggage or personal belongings, etc. If the Client chooses to travel without adequate travel insurance coverage, the Company shall not be held liable for any losses, damage, injury, expenses, delays or disruptions incurred by the Client and the Client assumes full responsibility of all insurable risk.

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 Client by taking into serious account the potential harm or likelihood of accidents causing injuries to the Client. These amendments may be made with or without the consultation of the Client. 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.

Tour Eligibility and Medical Fitness

The Client must ensure that he/she is physically and medically fit, properly attired and aware of the perceived risks whilst on the trip. For all school programs, the organizers are the ones responsible for the preparation of their charges for the trip.

Any Client with medical or physical conditions must inform the Company before placing any booking and the Company will provide advice on whether the tour is suitable, and if requested by the Company, the Client shall provide an official doctor's letter confirming that he/she is fit to travel. The Company reserves the right to refuse participation if the Client is deemed unfit or poses a risk to himself/herself or the group with no refund.

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. Prompt and effective assistance to the best of the Company's ability will be provided in the event of any illness or injury provided always that such assistance shall not be deemed as the Company's representation or warranties that the Company is medically trained and can provide medical supervision and provided further the Client agrees that the Company shall not be held liable or responsible for any health complication of the Client arising during the tour.

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 or threat of war, act of terrorism, strike, industrial action, riots, civil disorders, sabotage or unlawful acts, floods, fire, volcanic eruptions, earthquakes, floods, hurricanes, typhoons, tropical storms, severe/extreme weather conditions, pollution or contamination, water or power failures, outbreak & spread of viral diseases, epidemics or pandemics, quarantine restrictions, acts of God, health advisories or alerts, restrictions, travel ban or any acts of Government (local or overseas) or any other authorities, airport or border closure.

Cancellation or Postponement by the Company due to Force Majeure Events

The Company reserves the sole right to cancel or postpone any tour due to factors beyond the reasonable control of the Company and/or due to any of the event of force majeure. In the event of a tour cancellation or postponement, the Company shall endeavor to notify the Client at the soonest possible time. If postponement by Company is accepted by the Client, no refund will be given to the Client and the Client's payment shall be automatically transferred or utilized for the postponed tour. No refund is guaranteed due to cancellation under any circumstances of force majeure and/or factors beyond the reasonable control of the Company. However, if the Company successfully recovers any payments from suppliers or service providers, those recoverable amounts will be refunded to the Client subject to deduction of all charges and expenses incurred by the Company including but not limited to cancellation/amendment fees for air ticketing, hotel bookings and any other ground arrangements 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.

- (a) Category 1 : Cancellation Charges for tour fare below RM35,000.00 per person (excluding all non-recoverable expenses):
 - (i) If cancellation is made after payment of 2nd deposit and 120 days before departure, a minimum sum of RM2,000.00 will be charged.
 - (ii) If cancellation is made between 119 and 90 days before departure, a minimum sum of RM4,000.00 will be charged.
 - (iii) If cancellation is made between 89 and 30 days before departure, a minimum sum of RM6,000.00 will be charged.

- (iv) If cancellation is made less than 30 days before departure, 100% of the tour charges will be charged.
- (b) Category 2 : Cancellation Charges for tour fare above RM35,000.00 per person (excluding all non-recoverable expenses):
 - (i) If cancellation is made after payment of 2nd deposit and 60 days before departure, a minimum sum of RM14,000.00 will be charged.
 - (ii) If cancellation is made less than 60 days before departure, 100% of the tour charges will be charged.
- (c) Category 3 : Cancellation Charges for Cruise Product after payment of 1st deposit (excluding all non-recoverable expenses):
 - (i) If cancellation is made 365 days before departure, a minimum sum of EUR300 per person will be charged.
 - (ii) If cancellation is between 364 – 211 days before departure, 15% of total fare will be charged.
 - (iii) If cancellation is between 210 – 91 days before departure, 25% of total fare will be charged.
 - (iv) If cancellation is within 90 days before departure, 100% of total fare will be charged.

In addition to the above said Cancellation Charges, 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, hotel bookings, ground arrangements, visa fees, medical checks or medications/ vaccinations, gear/equipment etc. and the Company shall not be liable to account for any refund of non-recoverable expenses to the Client.

Accommodation Conditions

Some accommodation may not offer specific twin or double room types and the Company shall endeavor to arrange or book the room types requested by the Client subject to availability by the accommodation provider or hotel.

Damage or Destruction caused by Client

In the event the Client causes any damage or destruction to any property or goods or equipment of any third party or service provider or hotel during the tour, the Client shall be responsible or liable to pay for all costs or losses charged or indemnify the Company of all costs or losses incurred.

No 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.

Client must obtain tour confirmation from the Company before making any personal arrangements including connecting flights, hotel bookings or travel deviations. All costs incurred by the Client arising from the Client's personal arrangement shall not be the responsibility of the Company and shall be solely 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 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. In the event a suitable arrangement cannot be arranged due to unforeseen circumstances, factors beyond the control of the Company or force majeure event, the Company reserves the right to cancel any of the itinerary of the tour without incurring any liability or refund to the Client.

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.

Free airline baggage allowance is provided by the airlines and may vary by airline or airport authority and the Company will advise accordingly. Any seating arrangement such as extra legroom, preferred or specific seats requested by the Client is subject to additional charges and availability. The Company does not guarantee the availability of such requested seating arrangement.

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 or responsibility for any acts, omissions or defaults of other service providers.

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.

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 or acted in violation of the laws of the destination country. In such a situation, the Company shall not entertain and/or shall not be liable to 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.

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.

Copyright and Trademarks

All content included in or made available through any platform, such as text, graphics, logos, trademark, buttons, icons, images, audio clips, digital downloads, data file and any software shall at all material times be the property of the Company or its content suppliers under the Malaysian laws.

*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.