

Group Tours & Series Groups Terms & Conditions

The following Terms & Conditions must be carefully read and understood.

The purchase of Group Tours & Series Group Tours offered by Wan Vacation Sdn Bhd branded as selamatbercuti.com ("WVSB") constitutes a contractual agreement between you (also referred to as "Tour Member") and WVSB, and represents your acceptance of WVSB's Terms & Conditions as outlined below.

Tour Member is required to carefully read and understand these conditions prior to confirm your booking. Tour Member warrants that you are authorized to accept WVSB's Terms & Conditions on your behalf and on behalf of all the passengers booked and confirmed by you and named in your tour confirmation. These Terms and Conditions are as follows: -

1. Tour or Package Price Includes

- a. Where applicable, a return Economy or Business Class Flight Air Ticket which is non-refundable and non-re routable including Airport Taxes, Fuel Surcharges and other relevant charges imposed by relevant governmental authorities, unless specified otherwise.
- b. Accommodation and Meals as specified in the Tour Program.
- c. A child below the age of two (2) years old at the point of flight departure date, is classified as an infant and tour fare will be charged only for the air component or air fares plus relevant taxes, where applicable. The air component or air fares varies from airlines to airlines and will be quoted when requested.

2. Tour Price Excludes

- a. Exclusions from Tour Price varies from packages and products. These exclusions could be referred to the "Package Price Does Not Include" Section of each program. WVSB is only acting as an agency to collect these charges and therefore is subjected to the Terms and Conditions of the respective authorities.

3. Accommodation

- a. Accommodation is based on half twin share for adults unless Tour Member specifically requested for Single or Triple Occupancy.
- 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 have agreed to concur.
- 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 bed room of two (2) adults. In general, the age of the child as applied 2 – 11 years applies to most countries but however, where it differs, WVSB will notify the Tour Members through its general publication or Tour Program.
- d. Where a child is sharing a room with one (1) adult, such condition is deemed as the child fare being calculated as an adult rate or Child Twin Share Basis.
- e. Single Supplement charge will apply for Tour Member traveling alone in a group. Where requested by Tour Member, WVSB will assist to couple the Tour Member but shall not be responsible if such arrangement are not possible. Any cancellation of confirmed booking by Tour Member resulted from the inability to pair the Tour Member, cancellation charges as stipulated in clause 7 of this term will be enforced.
- f. Where the name of hotel is indicated in the tour program, WVSB shall endeavour to use its best effort to secure the specified hotel unless for reasons of unavailability or security, an alternate hotel within the same classification shall be confirmed. WVSB shall not be held liable for the change of hotel.

4. Request for Extension / Deviation

- a. Request for Extension & Deviation from the original flight planned or date of travel is subjected to the Airlines Ticket Restrictions, Terms & Conditions and the applicable charges or additional fares.
- b. Tour Members is to ensure that such request is made and agreed prior to the confirmation of tour booking.
- c. In the event the tour booking is made and deposits have been paid, the cancellation of the Tour Booking resulted from the failure to arrange the Extension and/or Deviation, the Cancellation Policy as per Section 7 of this Terms & Conditions shall apply.
- d. Any extension and / or deviation is at the request of the Tour Member shall be at the Tour Member's sole responsibility and WVSB shall not be held responsible for any inconvenience caused or additional cost incurred resulted from the extension and/or deviation.

5. Booking Fees

- a. WVSB may participate in Travel Fairs such as Matta Fairs and / or any other events organized by WVSB, the airlines or affiliates.
- b. A non-refundable booking fee will be collected during these events as scheduled below.
- c. The amount paid through Booking Fees would be lessen from the amount due for Deposit Payments.

Products	Package Price (Per Person Basis)	Booking Fees (Per Person Basis)
All Products (Except Air Tickets)	Below RM 5000	RM 200
	RM 5000 - RM 7000	RM 250
	RM 7000 and above	RM 300
Air Tickets	Any amount	Full Payment

6. Deposit & Full Tour Payments

- a. Tour Member must ensure that Deposits are paid upon receiving the Tour Confirmation and in accordance to the schedule below.
- b. Deposits & Full Payments is non-refundable unless cancelled in accordance to the schedule and period as per clause 7.

Package Price	Deposit	Payable Deadline	Full Payment Deadlines	Refund	Admin Charges
Below RM 1999	RM 500	5 working days after booking is confirmed	1. Full payment deadline is minimum 45days before departure. 2. Confirmation within 45days before departure, full payment deadline is 3 days after booking is confirmed.	RM 250	RM 250
RM 2000 – RM 3999	RM 700			RM 350	RM 350
RM 4000 – RM 5999	RM1,000			RM 500	RM 500
RM 6000 – RM 7999	RM1,500			RM 750	RM 750
RM 8000 & Above	RM2,000			RM 1,000	RM 1,000

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7. Cancellation, Cancellation Fees & Refunds

- a. Cancellation of Tour Booking could arise under the following circumstances,
 - i. By failure to abide to the stipulated full payment deadline imposed by WWSB as per clause 6 of this Terms and Conditions.
 - ii. By Tour Member.
Notice for cancellation of Tour Booking by Tour Member must be made in writing or email to avoid any miscommunication. The date where the notice is received by WWSB will be the basis for the calculation of penalty charges.
- b. In the event if cancellation is done 60 days or more before the departure date, the deposit will be refunded less the stipulated administrative charges. (Please refer item 6 referenced to the Admin Charges)
- c. Where refund is eligible, the processing period by WWSB will be within 60 days from the date of the refund request.
- d. All deposits and full payments made are non-refundable beyond the Cancellation Period. Exceptions are as follows.
 - i. Death
 - ii. Hospitalized
 - iii. Medical Reasons – Accompanied by Letter from Hospital (Letters from General Practitioners are not acceptable)
- e. Exceptions as per Clause 7(d) is subjected to the sole approval from WWSB which highly depended on the airlines and relevant suppliers and such refund, if approved, may differ from the amount Tour Member have paid.

Cancellation Charges / Fees		
Period	Cancellation Charges	Notes
60 days or more prior to departure	Refund of Deposit	Refund subject to the applicable administration fees.
45 – 60 days before departure	Forfeiture of deposit	
21 – 44 days before departure	50% of tour fare	
15 – 20 days before departure	75% of the tour fare	
Below 15 days before departure	100% of the tour fare	

8. Flight Timing and On Time Performance

- a. 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. WWSB shall use its best effort to re arrange the Tour or flight enabling the Tour Member to proceed with the Tour.
- b. Pursuance to item 8(a), WWSB shall not be held liable or responsible for any cancellation or additional charges resulted from such change or cancellation of the flight schedule by the Airline or Regulatory Body.

9. Cancellation of Groups & Series Groups Tours and Its Effects

- a. Cancellation of the entire Group or Series Tours is possible by either WWSB and / or the Tour Member. Details that encompass such cancellation are as follows.
 - i. Force Majeure - Act of God & War.
 - ii. Strike, Riot, Civil War or Coup
 - iii. Insufficient number of passengers to form a minimum group size of 20 passengers.
- b. Further to Clause 9 (a) (i) and (ii), it is agreed that the cancellation of Group or Series Groups will be dependent on the official notices issued for travel restriction by The Malaysian Ministry of Foreign Affairs (herein referred to as "Wisma Putra").
- c. Further to Clause 9 (b), upon the confirmation and the issuance of the notice by Wisma Putra, WWSB shall offer the Tour Member an alternate destination or process for refund. Where the Tour Member opted for Refund, it is hereby agreed that the processing time for such refund will be within 60 days.
- d. Cancellation of Group or Series Group further to Clause 9 (a) (iii), WWSB shall refund to Tour Member the Tour Price Paid.
- e. If the cancellation is being requested by Tour Member for incidents occurred as per Clause 9 (a) (i) and (ii) without the official travel restriction notification issued by Wisma Putra, WWSB reserves the right to approve or reject such refund request from Tour Member and the quantum of refund which may not equal to the amount paid by Tour Member.
- f. The decision by WWSB shall be final and conclusive.

10. Tour Members Responsibilities

a. Passport

- i. Tour Members are responsible to ensure that they possess a valid International Passport with at least a minimum validity of 6 months from the date of return.
- ii. The main page of the passport must be emailed or faxed to WWSB upon receiving the Tour Confirmation enabling WWSB to ensure accuracy of information when creating the flight reservations, issuance of tickets and other tour related documents.
- iii. 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. WWSB will not be responsible for any refund, change or deferment of travel resulted from such restrictions.

b. Visa Application

- i. Tour Members are encouraged to process their own visa. Where visa fees are included in the Tour Price, WWSB will assist in the application.
- ii. It is hereby agreed that WWSB 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 WWSB, its employees, agents and servants.
- iii. Where the Visa application is rejected or delayed approval by the foreign mission, WWSB shall not be held liable or responsible for any refund over the Tour Price paid.

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c. Travel Insurance

- i. WWSB strongly advise all Tour Members to purchase travel insurance coverage for the duration of their tour through WWSB.
- ii. 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 Member are required to sign a disclaimer statement to indemnify WWSB for any unfortunate circumstances that may arise 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.
- iii. Tour Member may be denied travel in the event such indemnity form is not signed and returned. Where such denied travel occurs, WWSB is not liable to any refund or change of travel.

11. WWSB's Rights & Responsibilities

- a. WWSB 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 shall be at their own risk. WWSB 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, miss description or changes to any tour and its itinerary
 - ii. Expenses due to delays or changes in 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.
- c. 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 use his/her discretion and request the difficult Tour Member/s to leave the tour and The Tour Manager's her decision is final and conclusive. WWSB will not refund any uncompleted tour or part of the tour resulted from such dismissal.

12. Amendment to Tour itinerary by the Company

- a. Information in the brochures / flyers is correct to the best of WWSB's knowledge at the time of printing. WWSB makes reasonable effort to avoid changes in the itinerary and 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. WWSB cannot guarantee that any item or amenities mentioned will always be available, especially where WWSB 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 will prevail.

13. Use of Image, Photo and Video

WWSB during the Group or Series Group Tour Overseas may take some photo, individual or group basis and/or, produce video recording/s, herein after referred to as "Marketing Materials" for the purpose of the followings but not limited to

- a. Website Marketing
- b. Booklet or Flyers
- c. Social Media Campaign including Facebook, Instagram, Blog
- d. Electronic Media eg Television

Tour Member hereby agree and give consent to WWSB for the use of such "Marketing Materials" that may portray their image and video recordings.

14. Cause of Action

Notwithstanding the place or country in which a course of action arises, it is expressly agreed hereto that all causes of actions shall at all times be commenced within the jurisdiction and territory of Malaysia.

Acknowledgement

I, _____ NRIC _____ on behalf or myself, my family and/or
travellers, have read, understood and agreed to the contents of the Terms and Conditions for our travel on the year of 2024.

Signature

Date: _____