

*Important Notice: Our Terms and Conditions may undergo changes periodically. To stay informed and compliant, please follow the latest updates from our official agency. Your understanding and cooperation are appreciated for a seamless experience. Stay updated!*

## TERMS AND CONDITIONS

### THESE STANDARD TERMS AND CONDITIONS ARE IN ACCORDANCE WITH 4TH SCHEDULE OF THE TOURISM INDUSTRY (TOUR OPERATING BUSINESS AND TRAVEL AGENCY BUSINESS) REGULATIONS 1992

We are NL Travel & Tours and we look forward to the opportunity to act as your booking agent for your travel needs. These terms and conditions ("Agreement") describe what you're legally entitled to expect from us when you purchase travel-related services with us as well as your obligations as a customer. These standard terms and conditions apply to all our tours, including Outbound and Inbound Tour Packages. Please carefully review these Terms and Conditions before making your reservation. By making a reservation with us, you are deemed to have read, understood, and accepted these Terms and Conditions.

#### 1.RESERVATION, DEPOSIT AND FULL PAYMENT

To make a reservation, you need to place a deposit with us for yourself and each person accompanying you on the Package Tour. This deposit will form part of your final payment. The maximum deposit is specified in table 1 below. Your reservation shall be confirmed once we received payment and an acknowledged and signed copy of this brochure.

Type of Package Tours	Maximum Deposit Amount (%)	Full Payment Deadline
Free Independent Traveller (FIT)	25%	60 days before the date of departure
Group Tour	25%	60 days before the date of departure

**TABLE 1**

For Group Tour Package, payment of the deposit and confirmation of the reservation does not constitute confirmation of the Package Tour. This Package Tour are subject to a minimum group size (to be determined by us, in our absolute discretion) before the Package Tour is confirmed. If the minimum group size is not achieved at least 14 days before the scheduled departure date for a Package Tour, we shall be entitled to cancel all reservations for the Package Tour in accordance with clause 3 below.

We will notify you as soon as possible once your Package Tour has been confirmed. Unless otherwise agreed or notified by us, following confirmation of your Package Tour, you must make full payment for your Package Tour at least within 60 days before the designated departure date for Free Independent Traveller (FIT) tour packages and 60 days for group tours packages. If you fail to make full payment by the stipulated deadline, we shall be entitled to treat your reservation as cancelled and to impose a cancellation fee, in accordance with clause 2 below, and to apply the deposit toward settlement of the cancellation fee, with any balance owing to be payable within 14 days, without any recourse by you against us

#### 2.CANCELLATION BY CUSTOMER

Unless otherwise stated in the Agreement, you may cancel your reservation, in writing, at any time before the designated departure date, subject to payment of a cancellation fee to us, to be computed based on table 2 below. In such event, you shall additionally be responsible for any non-refundable airport taxes and miscellaneous surcharges imposed by the relevant airline(s). Should there be a refund made by any airline for a cancellation made 2 working days or less before the day of travel for non-promotional fares, shall be paid to the tour member less any administration charges incurred by the tour company.

Please note that any change of departure date, traveller's name (other than correction of typographical errors) or Package Tour is considered a cancellation and a cancellation fee will apply

	Number of days (working days) between departure date and receipt of cancellation notice	Cancellation fee per traveller
Free Independent Traveller (FIT)	30 days or more	10% or RM300.00 (whichever is higher) of the tour deposit
Free Independent Traveller (FIT)	15-29 days	50% of the tour deposit
Free Independent Traveller (FIT)	8-14 days	20% of the tour fare
Free Independent Traveller (FIT)	3-7 days	40% of the tour fare
Free Independent Traveller (FIT)	2 days or less	100% of the tour fare
Group Tour	45 days or more	A charge of RM 300 per person or 15% of the package price, whichever is higher, will be applied.
Group Tour	22-44 days	Forfeiture of tour deposit
Group Tour	15-21 days	35% tour fare
Group Tour	8-14 days	50% tour fare
Group Tour	3-7 days	75% tour fare
Group Tour	2 days or less	100% tour fare

**TABLE 2**

You will be notified of the amount of the cancellation fee payable as soon as possible following the cancellation of the reservation. Should the deposit be insufficient to meet the cancellation fee, you must settle the shortfall within 3 days of such notification.

### **3.CANCELLATION BY COMPANY**

Please note that the Company is merely acting as an intermediary to engage the services of third-party service providers in respect of your Package Tour. Even after full payment for a Package Tour has been made, all Package Tour arrangements are still subject to final confirmation by the relevant third-party service provider(s). We shall endeavour to notify you before the scheduled departure date, if, due to any unforeseen circumstance(s), or force majeure event such as strike, riot, war, any act of God and/or order from the government of Malaysia, any Package Tour or part thereof cannot be finalised, needs to be changed by us or your reservation has to be cancelled. In such case, we may shall recommend an alternative to the applicable Package Tour or part thereof, to either the same or another destination.

Please note that additional charges may apply for such alternative Package Tour or part thereof and you will be advised accordingly of all such charges before having to make any selection and affect the top-up payment. If no alternatives are offered or should you decide not to accept any alternative offered, we will refund all payments received from you less the administrative fee chargeable for the applicable Package Tour or part thereof, without interest, in full discharge of our obligations to you. If an alternative is offered and accepted by you that is of a lesser value than the original Package Tour or part thereof that cannot be fulfilled, we will refund the difference in value, without interest, in full discharge of our obligations to you.

*As for group packages, in the event of a cancellation by the company due to insufficient passengers or inability to secure seats or accommodation, the company will refund the amount of money paid and also pay compensation as follows:*

Cancellation Received	Cancellation Charges Per Person
8-14 working days before the date of departure	Full refund of tour fare and a compensation of RM50.00 per person
1-7 working days before the date of departure	Full refund of tour fare and a compensation of RM75.00 per person
On the date of departure	Full refund of tour fare and a compensation of RM100.00 per person

**TABLE 3**

#### **4. AMENDMENTS BY CUSTOMER /TRAVELLER**

All rights and entitlements of a customer or traveller in relation to any Package Tour booked with us are personal to such Customer or traveller and may not be assigned without our express written consent.

Any changes affecting the entire original reservation shall be deemed a cancellation of the reservation and a cancellation fee, as set out in clause 2 above, will apply.

Subject to that, you may submit a written request for any slight amendment to the details of a reservation, such as rectification of typographical errors in a traveller's name, or changes to flight itinerary and accommodation, at any time. We will endeavour to accommodate or facilitate your request but cannot assure you that it can be affected. However, upon confirmation of the tour, no changes can be made to the reservation within 8 working days before the date of departure for FIT and 14 days for group tour packages. In particular, you may not be able to effect any change to certain arrangements, such as the issue of special airfare tickets.

Where the change is possible, you shall be responsible for all additional charges and administrative fees of RM50.00 per person per change for FIT tour packages that may be incurred to effect the change. We will endeavour to confirm the status of any request for an amendment within 30 working days of receiving the written request.

#### **5. REFUND POLICY ON UNUSED PORTION OF PACKAGE TOUR**

No refund, either in full or in part, will be made with respect to all arrangements for accommodation, meals, sightseeing tours or other services which are included in the Package Tour fare but not utilised by the traveller of his or her own volition or where the traveller amends, cancels or otherwise varies such arrangement after commencement of the Package Tour.

If, after a Package Tour has departed, any service(s) in or components of the itinerary cannot be fulfilled or any change(s) to the itinerary are necessitated for any reason(s) beyond our control, especially during events, peak seasons, maintenance breaks or upon the occurrence of a force majeure event, such as an act of God, earthquake, fire, tsunami or other natural disasters, weather conditions, war, civil unrest or terrorist attacks, government or legislative actions, strikes and labour unrest, diseases or pandemics, compulsory quarantines, or other similar events (s) ("Force Majeure Event"), we reserve the right, but shall not be obliged, to propose a change to the relevant itinerary and, if we do, we shall endeavour where possible to arrange for the provision of a comparable alternative service or component. If you accept the change, any additional expense resulting from such changes shall be payable by you and any resulting savings will be refunded by us to you. Should you reject our offer of an alternative service or component, we will refund payments received from you for the applicable service or component as set out in **clause 3**, in full discharge of our obligations to you.

#### **6. REFUND PAYMENT**

Mode for payments made in cash or via MEPS, cheque or bank transfer, refunds will be made by way of cheque and will generally be processed within 2 to 4 weeks from the date of cancellation. For credit card payments, refunds will be made via the respective credit card company and will generally be processed within 4 to 6

weeks from the date of cancellation. The refund process may take longer during peak seasons, due to the increase in transaction volume.

## **7. TRAVEL DOCUMENTS AND TRAVEL INSURANCE**

### **Passport and Other Travel Documents**

Subject to this clause, each traveller is solely responsible for ensuring that his or her passport or other travel document is valid for at least 6 months from the expected date of departure from the last point of departure in the itinerary and that he or she has all necessary visas, permits, passes, licences, vaccinations, health certificates and/or other documents or approvals as may be required by the applicable governmental authorities of the destination country(ies) in the Package Tour.

If a reservation has to be cancelled because the traveller is unable to obtain a visa or other travel document required, the relevant cancellation fee under **clause 2** above will apply. We shall not be responsible, under any circumstances, for any loss, damage or expense, or to reimburse or refund any part of the Package Tour fare, should any traveller be deported or refused entry by the immigration authorities of any country, for any reason, including irregular travel documents, quarantine restrictions, customs regulations, import/export restrictions, executive or administrative orders, possession of unlawful items or other criminal activities.

Each traveller is also solely responsible for ensuring that his or her name as provided to the Company and reflected in the Agreement tallies with the name in his or her passport or travel document. If any amendment to such name is required, all applicable fees and charges shall be borne by the traveller.

### **Visa Applications**

We may, from time to time, assist a traveller to submit a visa application for a fee, but do not guarantee the outcome or approval of any such application. Different embassies or consulates require varying lengths of time to process visa applications and, accordingly, any traveller seeking our assistance to apply for a visa must check with us as soon as possible on the applicable visa requirements.

### **Travel Insurance**

All travellers are strongly encouraged to obtain a comprehensive travel insurance policy to protect against unforeseen circumstances, such as baggage loss, flight delays, travel agent insolvency, medical emergencies and etc. We shall not be responsible, under any circumstances, for any such matters.

## **8. GENERAL MATTERS RELATING TO PACKAGE TOURS**

### **Itinerary**

Pursuant to Section 6(1) (I) (ii) & (v) of Act 482, we shall follow the itinerary given to travellers. Notwithstanding that, the sequence of any itinerary for a Package Tour may be subject to change from time to time, and any material changes shall be informed and approved by the travellers. We shall endeavour to notify you of any such change at least 2 weeks prior to departure and the terms set out in clause 3 will apply.

### **Composition of Tour Groups**

Composition varies based on the tour package. This Package Tour is subject to a minimum group size (to be determined by us). We reserve the right to vary the composition of any tour group and/or to merge different tour groups at any time for any Package Tour, provided always that this shall not affect the persons travelling in your own travel group.

### **Accommodation**

Accommodation is subject to confirmation from the local ground operator. Accommodation is generally available on either a single, twin, double-share or triple-share basis. Please note that most hotels have very few triple rooms. Any triple rooms which do exist usually consist of one double and one single bed and the third bed may be a "roll-away" bed. Single room occupancy is usually at additional cost.

### **Baggage Handling/Lost or Damaged Baggage**

Travellers will be allowed check-in and hand-carry luggage according to the respective airlines' regulations. Excess baggage must be paid locally by the travellers. We will not be responsible for the loss, damage or theft of any item(s) belonging to a traveller throughout the duration of the Package Tour.

### **Travelling With Minors**

Travellers under 18 years of age (as at the scheduled departure date) must be accompanied by an adult. If any person under 18 years old is travelling with an adult other than his or her parent or official guardian, his or her parent or official guardian is required to fill up an "Unaccompanied Minor and Handling Assistance Waiver" form. It is also the traveller's sole responsibility to ensure that the requirements of any relevant airline and/or regulatory authority relating to minors are complied with.

### **Pregnancy**

It is the responsibility of travellers who are pregnant to ensure that they have a doctor's certification that they are fit for travel. Notwithstanding any such doctor's certificate, third party providers, such as airlines or cruise companies, have the sole discretion to disallow a pregnant traveller to board the relevant flight or cruise or to undertake certain activities and no refund shall be payable in such event.

### **Special Requests**

It is the Customer's sole responsibility to inform the Company of any special request that a traveller may have, such as special dietary requirements, special seating arrangements, requests for adjoining rooms, etc. at the time of reservation. All requests are subject to availability and confirmation, and we will not be responsible if any such request is not or cannot be met for any reason.

### **Travelers with Special Needs**

We will use reasonable endeavours, but shall not be obliged, to accommodate the special needs of disabled travellers and shall not be responsible if we are unable to affect any requested arrangements. We shall also not be responsible for any denial of services by air carriers, hotels, restaurants or other third-party service providers. We cannot provide individual assistance to any traveller for walking, dining, getting on or off motor coaches, cruise ships and other vehicles, or other personal needs. A qualified and physically able-bodied companion must accompany travellers who need such assistance and must assume full responsibility for their well-being. We are not responsible for any missed activities due to a traveller's inability to participate in such activities. We regret we must reserve the right to refuse to allow an individual to travel if he or she, in our reasonable opinion, is physically or mentally unfit to travel, or will or may require care beyond that which any travelling companion or we can generally provide in connection with the Package Tour, and no refund shall be payable in such event.

### **Right to Reject**

The company further reserves the right to cancel the reservation if for any other reason any carrier, hotel, or other contractor refuses to allow any participant to participate in the tours. If any of such events, the company's sole liability shall be to refund to the tour member any money paid, less the amounts for services already utilized, and the administration and cancellation fees.

## **9. PRICING POLICIES**

### **Validity**

All information and prices shown are accurate at the time of print. The prices are subject to change due to increase in airfares, other transportation costs, hotel rates, exchange rates, government tax, etc. Therefore, we reserve the right to increase prices on condition that we inform the customers accordingly before the confirmation of the tour.

### **Package Tour Fare Inclusions**

The Package Tour fare includes airfare (if any), accommodation, airport transfers (if any), meals (if any), sightseeing (if any) as specified in the Package Tour brochure/itinerary/booking form.

### **Package Tour Fare Exclusions**

The Package Tour fare does not include airport taxes, airport security taxes, airline insurance surcharges, fuel taxes, visa fees, travel insurance, customs user fees and service fees as specified by the airlines and airport authorities, laundry services, excess baggage charges, beverages, room service, gratuities to drivers and tour leaders or local guides and tips to hotel porters, and/or any personal expenses

### **Promotional Pricing**

We may, from time to time, accord discounts and other forms of promotion for our Package Tours. Our policy is to display and confirm all applicable discounts or promotions in our marketing communications and invoices.

### **Mode of Payment**

Payments to us may be made in cash, by MEPS, cheque, or credit card. Cheques will only be accepted if presented to us at least 3 working days before the due date. All payments must be made in MYR Ringgit Malaysia.

### **Pricing Accuracy**

To ensure accuracy in billing, our policy is to clearly list all relevant prices in our invoices and communications materials. We will also clearly indicate any additional charges for extra services that may be incurred by the Customer.

## **10. SOLICITING REMUNERATION/ PAYMENT**

We adhere not to receive or solicit from any person any remuneration, payment or commission to bring, to the premises of that person or any other person, any tourist or any other person for the purpose of shopping.

## **11. FEEDBACK MECHANISMS AND DISPUTES**

We welcome feedback from our customers. Should you have any feedback or complaint concerning any Package Tour, you should inform our representative during the course of the Package Tour and if the matter cannot be resolved after our representative's best endeavours to do so during the Package Tour, your complaint should be submitted in writing to the Company at [nltravelntours@gmail.com](mailto:nltravelntours@gmail.com) and we will use our best endeavours to resolve the dispute as soon as possible.

## **12. MARKETING COMMUNICATIONS**

We endeavour to ensure that all of our brochures and marketing communications contain sufficient and accurate information regarding our Package Tours, services, prices, and promotions. Our terms of sale are readily available on our website.

### 13. CONFIDENTIALITY AND PRIVACY

We will comply with all relevant obligations under the Personal Data Protection Act 2010 ("PDPA") governing the collection, use, disclosure, and care of your personal data in accordance with our privacy statement.

We may take photographs and videos of travellers participating in our Package Tours for our advertising and publicity materials (e.g. brochures) and by joining our Package Tours, all travellers shall be deemed to have consented to such collection and/or use on our part.

Notwithstanding, any traveller who wishes to withdraw his or her consent to our collection or use of any photographs or videos that may feature such traveller, may notify us at [nltravelintours@gmail.com], whereupon we will endeavor, as soon as reasonably practicable, to remove any reference to the such traveller from our advertising and publicity materials and/or related media programs; provided always that we shall not be liable to recall or change any such materials or media programs which have been produced, publicly distributed or disseminated by us prior to receiving such notice.

### 14. THIRD-PARTY PROVIDERS

We incorporate and rely on the services of airlines, transport companies, ground operators and other third-party service providers for our Package Tours. These Terms and Conditions and all arrangements or bookings relating to the Package Tour are additionally subject, in every respect, to any terms and conditions that may be imposed by these third-party service providers. Whilst we will endeavour to render reasonable assistance to our Customers wherever possible, we have no control over these third-party service providers and shall not be liable, in any way, for any changes made by or acts or omissions on the part of such third party service providers in connection with any Package Tour.

### 15. RIGHTS, DISCLAIMERS, AND INDEMNITY RELATING TO TOURS

Without limiting any other provision of these Terms and Conditions, to the fullest extent permitted by law, we shall not be responsible or assume any liability to any Customer or traveller for:

a) any injury, damage, loss or delay affecting any person or property not arising from our own negligence or breach;

b) any loss, damage, cost, expense or delay suffered or incurred due to circumstances beyond our reasonable control, including but not limited to:

- (i) actions or omissions of third parties (including any applicable third-party service providers);
- (ii) mechanical breakdowns;
- (iii) a Force Majeure Event;
- (iv) a failure by the Customer or traveller to comply with any of his or her obligations hereunder;
- (v) a failure by the Customer or traveller to possess, obtain or maintain any travel documentation required for the Package Tour (e.g. health certificates, visas, valid passports, etc.);
- (vi) a failure by the Customer or traveller to follow reasonable instructions, including but not limited to noting and complying with specified check-in and checkout and/or meeting places and times.

To the fullest extent permitted by law, our maximum liability to any Customer or traveller for any loss, damage, cost and/or expense shall in no event exceed the amount of the NL TRAVEL & TOURS SDN BHD (1443994-U) NO LESEN: MOTAC L/N/11610) B-3-3, Sunway Business Centre, Jln Todak 4, Seberang Jaya, 13700 Perai, Pulau Pinang Tel : 04-3987 434 / 04-3702 434 Email: nltravelintours@gmail.com Emergency Contact: 019-4457 434 / 010-4049 434 Update: 07/02/2025 Package Tour fare paid to and received by us in respect of such Customer or traveller. In no event shall we be liable for any punitive, special, indirect or consequential loss or damage, including loss of production, profit, revenue or contract or loss of or damage to goodwill or reputation. We reserve the right to withdraw any itinerary or any reservation made and/or to decline or refuse any individual as a member of the Package Tour, if it appears to us, in our absolute discretion, that such individual is likely to endanger the health or safety, or impair the comfort and enjoyment of the other members of the Package Tour. You agree to indemnify us, our affiliates and our respective officers, directors and employees, immediately on demand, against all claims, liabilities, damages, costs and expenses, including legal fees (on a full indemnity basis), arising out of any breach of these Terms and Conditions by you.

## 16. MISCELLANEOUS

We reserve the right to change, amend, insert or delete any of these Terms and Conditions, or policies contained therein, from time to time. The latest copy of these Terms and Conditions is maintained and made available in our brochure.

### Important Notes

1. There are subject to increase without notice if these airfares change substantially prior to departure. Quotation is based on current airfares and hotel rates. The company reserves the right to change its tour price without any prior notice.
2. The price of the group tour is valid for groups of more than 30 persons, or as stated in the offer, and it is calculated on the basis of the contract prices submitted by suppliers. If the group consists of less than 35 persons, NL Travel reserves the right to charge for additional costs. Reservation will be made upon confirmation from your side. Minimum group size 30 Paxs and rates will change if the group size falls
3. Reservation of hotel room will be made upon confirmation from your side
4. Tour fare deposit amount paid is non-refundable after booking
5. Full payment must be made during promotion due date.
6. High season surcharges to be advice
7. The itinerary is subject to change at the discretion of the land operator
8. NL TRAVEL & TOURS SDN BHD and its agent reserve the right to change or alter the program and revise fares without prior notice due to unforeseen circumstances
9. Refund would be not entertained due to unforeseen circumstances to the country
10. For any unused service is not refundable
11. The Person who cannot pass the immigration in the International Airport, Tour Fare would be not refundable
12. NL TRAVEL & TOURS SDN BHD acts only as your agent to provide you to service providers such as Airlines, Hotel, Ferry, Coaches, and others. We shall not in any circumstances be held liable for and will not accept responsibility or liability for the acts omissions, defaults on the past of these services provides and government change of regulations
13. HOT AIR BALLOON REGULATION: Children aged 0-8 are not allowed to fly. For maximum safety and enjoyment, our pilots will only fly with children who are old enough to understand a preflight briefing and tall enough to see over the side of basket (typically at least 9 years old). If we caught customer bring their underage children to fly they have to pay directly to the company hot air balloon based on current price as we do not reserve and not entitle for free