



TUI International Holiday (Malaysia) Sdn. Bhd.

Terms & Conditions Version 1.4.1 as of 01/12/2020

This website (“Website”) is operated by TUI International Holiday (Malaysia) Sdn. Bhd. (Company No. 1275784-T., Licence No. KPK/LN9082), B1-26-6, SOHO Suites@KLCC, No. 20 Jalan Perak, 50450 Kuala Lumpur, Wilayah Persekutuan, Malaysia (“TUI”). The Website is provided solely to assist customers in gathering travel information, determining the availability of travel related goods and services, doing legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms “we”, “us”, “our” and “TUI” refer to TUI International Holiday (Malaysia) Sdn. Bhd. The term “you” and “Customer” refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents, “Traveller” refers to any person of a party of any booking made/for whom a booking is made..

The Website is offered to you conditioned upon your acceptance without modification of all the Terms & Conditions, and notices set forth below. Please read the Terms of Use carefully. By accessing or using this Website, booking any travel products or services on this Website, or contacting our call centre agents, you agree that the Terms & Conditions then in force shall apply. If you do not agree to the Terms & Conditions, please do not use or make bookings through this Website or our call centre agents. TUI may at any time change these Terms & Conditions and your continued use of this Website is conditioned upon acceptance of the updated Terms & Conditions.

The products/services offered by TUI and its software, as defined below can only be purchased by customers who have first read these Terms & Conditions and accepted them unconditionally by clicking on the appropriate box provided for the purpose. It is not possible to proceed with the booking process without this acceptance. Customers undertake to fulfil the obligations contained within these Terms & Conditions. The agreement between Customers and TUI comes into force as soon as TUI provides written confirmation of a booking to Customers by email.

Customers should save and/or print a copy of these terms and conditions for future reference when making a booking.

Our Website and products/services are made available for personal and non-commercial use only. Therefore, you are not allowed to resell, deep link, use, copy, monitor (e.g. spider, scrape), display, download, or reproduce any content or information, software, reservations, tickets, products, or services available on our Platform for any commercial or competitive activity or purpose.

You may only use this Website to make legitimate reservations, purchases or requests to purchase the products or services rendered by the respective suppliers.

You shall not:

- Use this Website for commercial purposes without TUI’s permission
- Use the Website to make any speculative, false or fraudulent reservation or purchase and/or any purchase in anticipation of demand



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- Take any action which may impose an unreasonable or disproportionately large load on the Website
- Use this Website in any manner which could damage, disable, overburden or impair or otherwise interfere with the other users' use of this Website or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware or telecommunication equipment
- Attempt to gain unauthorized access to this Website, other accounts, computer system, or networks connected to this Website, through hacking, password mining or any other means
- Deliver any unlawful postings to or through this Website, or any postings which advocate illegal activity
- Post anything which contain material that could be considered harmful, obscene, lewd, indecent, violent, abusive, insulting, threatening, harassing, hateful or otherwise objectionable
- Post anything that contain any defamatory, false or libellous material
- Post anything that infringes or violates any intellectual property or any other rights of any third party.

TUI offers an online platform through this Website where you can browse for, reserve and purchase any and/or all of the following,

- Hotel stays
- Flight + Hotel holidays
- Tours & Activities
- Transfers

TUI will be the merchant on record in respect of bookings and payments made.

TUI reserves the absolute discretion to change, suspend or discontinue all or any part of the Services at any time without prior notice to you.

The products/services listed on this Website are supplied and provided by independent contractors and not agents or employees of TUI. This Website does not make any representation and should not be construed as making any recommendations or suggestions to the level of service or rating of the products/services and suppliers. TUI shall not be held liable for any omissions, breach of representations, warranties, breaches or negligence of any Vendors or for any personal injuries, death, property damage or other damages or expenses as may be suffered and/or incurred by you resulting there from.

The products/services available through this Website are subject to the published terms of the respective supplier including but not limited to the conditions of purchase and policies relating to subsequent changes, cancellation and refund. Please read the products/services' terms carefully before confirming your purchase.

Any violation of the suppliers' terms may result in the cancellation of your reservation, in you being denied access to the applicable product/ services, in the forfeiture of any your monies paid for such

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TUI GROUP | TUI International Holiday (Malaysia) Sdn. Bhd.

B1-26-6 | SOHO Suites@KLCC | No. 20 Jalan Perak | 50450 Kuala Lumpur | Wilayah Persekutuan | Malaysia

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reservation, and/or in our debiting your account for any costs we may incur as a result of such violation by you.

By making a booking or purchasing the products/services of the supplier, you are deemed to have read, understood and agreed to be bound by the products/services.

Further and in addition to the products/services terms, certain sections or pages on this Website may contain additional and/or separate terms and conditions, which are different from these terms. In the event of a conflict, the additional and/or specific terms and conditions shall prevail for those sections or pages.

By using the Services offered via this Website, you hereby warrant that:

- You are at least eighteen (18) years of age
- You possess the legal capacity and authority to form a binding contract
- You will use these Website and products/services in accordance with the Terms & Conditions herein
- All information supplied by you to the Site is true, accurate, current and complete.

You hereby agree to indemnify TUI from any loss, damage, costs, expense, liability and claims which may be suffered and/or incurred by TUI resulting from your use of this Website in breach of any of these Terms.

Intellectual Property Rights

The content, text, images, graphics, sound files, animation files, video files, and their arrangement on this Website are all subject to copyright and other intellectual property protection.

The copyright in the materials contained on this Website (including but not limited to the software, text, data, html codes and other codes on this Site) belongs to TUI or its licensors. These materials may not be copied for commercial use or distribution, nor may these materials be modified, transmitted, displayed, reproduced, published, or reposted to other sites or otherwise used for any public or commercial use without the prior express written permission of TUI. You may print, copy, download or temporarily store extracts from this Site for your personal use only.

All the trademarks, service marks and logos displayed on this Website are the registered, pending registration and/or unregistered trademarks of TUI or TUI's affiliates or the respective third party proprietors as identified in the Website. Unless the express prior written consent of TUI or the relevant TUI's affiliate or third party proprietor has been obtained, nothing contained on the Website shall be construed as granting any license or right for you to use, copy or modify such trademarks, service marks or logos.

Links to Third-Party Sites

This Website may contain links to other sites that are independently owned, maintained or operated by third parties that are not under the control and/or supervision of TUI ("Linked Sites"). The links are



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provided for your convenience only and shall not be interpreted as a recommendation and/or endorsement by TUI of the contents of the Linked Sites and/or any products and/or services appearing on and/or provided through such Linked Sites.

The use of a Linked Site shall be subject to the terms of use and privacy policies stipulated by the operator of each Linked Site that you should review.

TUI hereby expressly disclaims any responsibilities and makes no warranties (express or implied) in respect of the contents, materials, products or services posted or offered at any of the Linked Sites. Your access and use of any such Linked Sites and their content, materials, products or services is solely at your own risk. TUI shall not be responsible or liable, directly or indirectly, for any loss, expense or damage suffered by you resulting from your use or reliance on such content, materials, products or services of the Linked Sites.

Disclaimer & Limitation of Liability

All contents or materials, information and functions contained on this Site are provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, TUI disclaims all warranties, endorsements or representations, whether express or implied, including but not limited to the following:

- The correctness, accuracy, adequacy, reliability, completeness and usefulness of any contents, materials or information contained on this Website
- The merchantability, fitness for use, fitness for a particular purpose and/or non-infringement of third-party rights of any contents, materials or information contained on this Website
- That the access to this Site will be uninterrupted or that there will be no downtime, delays, failures, errors or omissions or loss of information as this Site is transmitted to you
- That no viruses or other contaminating or destructive materials or elements will be transmitted or that your computer system will not be damaged from accessing and/or using this Site.

To the fullest extent permitted by law, TUI shall not in any manner be held responsible or liable, whether directly or indirectly, for any losses, damage or expenses as may be suffered by you resulting from or in connection with

- Your reliance on any of the contents, materials or information on this Website
- Your access or use of, or inability to access or use this Website and/or the products or services obtained through this Website
- Any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure to this Website.

In the event where TUI is found to be liable to you, to the maximum extent permitted by law, TUI’s liability shall be limited, at our sole option, to either of the following:

- Resupply of the products/services



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- payment in lieu to the cost of resupplying the products/services

Without prejudice to the above, the total aggregate liability of TUI to you, whether in contract, tort (including negligence) or otherwise for any loss or damage of any kind shall, to the maximum extent permitted by law, be limited to the maximum sum of MYR 5,000.00 only.

Prices & payment

Prices shown on this Website may vary depending on the availability of the products/services and other factors. The suppliers may update the prices of their respective products/services from time to time. Available prices may also include taxes and other charges, and the respective supplier may also impose additional charges pursuant to any special requests as may be made by you.

You shall be solely responsible for verifying the total costs to be paid for the selected products/services, and such other supplier's terms as may be notified to you when the confirmation email is sent.

For all forms of reservation, you must pay within the stipulated time limit, failing which TUI shall reserve the right to cancel your booking.

Name(s) in Bookings

Bookings must be made in the Travellers' names as they are displayed in passport. Name changes/changes of Traveller(s) are generally not allowed after booking. Corrections of typing errors are allowed, for flight tickets, Airlines can impose a limit of how many characters are allowed to be corrected as typing errors. Service/product suppliers may charge a fee, which has to be paid, and in addition TUI administration fee will apply, see also chapter "Fees".

Travellers will be asked for passport or ID at time of check-in, boarding, and entry to a service. If the name in the booking and the Travellers' passport/ID do not match, the Traveller may be required to make a new booking at cost.

Confirmations

Your booking is confirmed after full payment of the package price is received by us and a booking reference number and your ticket(s) are issued as stated in booking confirmation email sent by us.

If the Customer does not receive a confirmation email after 24 hours of placing the booking, he/she should contact the Customer Service team.

Confirmations of a booking include the essential elements such as the description of the services booked and the price. It be sent to the Customer by email.

It is expressly agreed that data stored in the information systems of TUI and/or its suppliers shall constitute proof with respect to the bookings made by the customer. Data stored in computers or electronic media are valid proof and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.



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Hotel Bookings

Taxes and surcharges are generally included in the product price. There may be exceptions where tax must be paid locally upon check-in as required by local regulators and authorities.

If your trip involves any international destinations, it is your responsibility to ensure that you have the relevant visa or transit visa and travel with a passport with validity of at least 6 months, and that you comply with all immigration requirements.

In the event you fail to check-in on check-in date and within check-in times the hotel booked, the booking will lapse and not be substitutable for other hotels, or refunded, nor any credit given for any unused portion of the package and cannot be used for future purchases.

Any special requests including but not limited to non-smoking rooms / adjoining / interconnecting / disabled room will be made known to the hotel. These are subject to availability and at the discretion of the hotel.

The services are subject to the rules and restrictions of the suppliers offering the accommodation which will be made available before booking.

Prices shown on the website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

Hotels typically require a deposit at check-in. Such deposit is directly with the hotel and not part of prices stated by and payment to TUI.

Flight + Hotel Bookings

Taxes and surcharges are generally included in the product price. There may be exceptions where tax must be paid locally upon check-in as required by local regulators and authorities.

If your trip involves any international destinations, it is your responsibility to ensure that you have the relevant visa or transit visa and travel with a passport with validity of at least 6 months, and that you comply with all immigration requirements.

In the event Traveller(s) fail to show up for their flight's check-in or boarding, or fail to check-in the hotel/accommodation booked in the package on check-in date and within check-in times, the booking will lapse and not be substitutable for other hotels, or refunded, nor any credit given for any unused portion of the package and cannot be used for future purchases.

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Any special requests including but not limited to non-smoking rooms / adjoining / interconnecting / disabled room will be made known to the hotel. These are subject to availability and at the discretion of the hotel.

The services are subject to the rules and restrictions of the suppliers offering the accommodation which will be made available before booking.



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Prices shown on the website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

Hotel's typically require a deposit at check-in. Such deposit is directly with the hotel and not part of prices stated by and payment to TUI.

All Flight + Hotel bookings confirmed are subject to TUI's Terms & Conditions, Airline's General Conditions of Carriage and the respective hotel policies and Terms & Conditions.

The Travellers are responsible for complying with the instructions of the airline, with respect to flight check-in and boarding times. In particular, Travellers acknowledges and agree that:

Flight times may change at the discretion of the airline. It is important to reconfirm your flight departure times and terminal with the airline at least 24 hours before departure.

The operating airline, the flight schedule, the aircraft type, the itinerary and possible intermediate stops are only given as an indication of the outbound and inbound flights of the booking and can be subject to change. Changes may include operating airline, flight schedule, aircraft type, intermediate stops (including change of aircraft at intermediate stop), even after confirmation was sent.

Above changes and schedule changes of up to 12 hours are not significant and do not entitle for cancellation, refund, compensation, or any booking amendment.

Schedules shown are based on expected flying times as indicated by the airlines. Because weather and other factors may affect operating conditions, departures and arrivals cannot be guaranteed nor are the responsibility of TUI.

TUI has no control over the allocation of seats on any air transport, even if pre-booked with the airline, and does not guarantee that specific seats will be available on departure.

If Customer books a round trip journey and does not use the outbound flight, the airline may cancel the return flight without refund. This also applies if the return flight is not taken and insofar as the travel is not taken at all. The Customer must use flight coupons in sequence.

Additional charges may be imposed by airlines for meals, luggage, seat selection, etc. TUI is not responsible for such charges and charges may be amended by airlines at any time.

The customer must comply with all air transport supplier's rules and restrictions on the carriage of pregnant women.

Airlines reserve the right to assess additional charges that could include an additional ticket purchase for passengers who may be too large to comfortably sit in one seat.

Customer and Travellers must comply with the airline's rules and restrictions on the carriage of children. Children older than 2 years on the return date must have a return ticket at a child fare for both the outbound and inbound flights. Customers who do not comply with this will not be eligible for a refund of any seat charges incurred during travel. Children under 2 years will not be allocated their own seat in the aircraft, unless a child fare has been booked for them. Children older than 11 years on the return date must have a return ticket at and adult fare for both the outbound and inbound flights



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Unaccompanied children under 14 will only be carried in accordance with the airline's Rules and Restrictions.

Airlines reserve the right to assess an additional charge at the time of check in for additional pieces of luggage, overweight or for non-standard luggage. Examples of non-standard luggage include, but are not limited to the following: Sporting goods and equipment (e.g. golf clubs and skis), Tools, Musical instrument cases, Trunks, Large portfolios, Boxes, Car seats, Animal carriers (animal handling charge may apply)

The Customer is reminded that an airlines' liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by the airline's own Rules and Restrictions including their conditions of carriage.

Tours & Activities

Through this Website, you may purchase vouchers from TUI for the Services ("Vouchers") offered by the operators in the various destinations. Subject to the policy of the relevant operators, you will receive an email confirmation of your purchase that will contain a voucher confirmation number and a printable version of your voucher.

In order to use your voucher, you must appear in person at the meeting point designated by the relevant operator on time, and present such documents and/or information as may be required by the operator, that may include your confirmation number and/or your printed voucher. If you fail to appear on time or to provide the required documents or information, no refunds will be granted.

An operator may also require you to provide an identification document bearing your photo in order to use your voucher. Neither TUI nor the Operator is responsible for lost, destroyed or stolen vouchers or confirmation numbers. Vouchers will be void if the relevant services to be provided are prohibited by law. If you attempt to use a voucher in an unlawful manner (e.g., you attempt to use a voucher for wine tasting when you are under the legal age to do so), the respective operator may refuse to accept your voucher, and no refunds will be granted.

The Terms of Use for each voucher may vary amongst operators and any restrictions that apply to the use of such voucher, including but not limited to a minimum age requirement, will be conveyed to you at the time of purchase on the Website.

Vouchers are admission tickets to one-time events: the date(s) and time(s) on which a voucher can be used will be stated on the voucher. If you do not use your vouchers on or by the date(s) noted on such vouchers, except as expressly set forth therein, no refunds will be granted.

Transfers

Through this Website, you may purchase vouchers from TUI for Airport Transfer offered by the operators in the various destinations. Subject to the policy of the relevant operators, you will receive an email confirmation of your purchase that will contain a voucher confirmation number and a printable version of your voucher.

In order to use your voucher, you must appear in person at the meeting point designated by the relevant operator on time, and present such documents and/or information as may be required by



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the operator, that may include your confirmation number and/or your printed voucher. If you fail to appear on time or to provide the required documents or information, no refunds will be granted.

An operator may also require you to provide an identification document bearing your photo in order to use your voucher. Neither TUI nor the Operator is responsible for lost, destroyed or stolen vouchers or confirmation numbers. Vouchers will be void if the relevant services to be provided are prohibited by law. If you attempt to use a voucher in an unlawful manner (e.g., you attempt to use a voucher for wine tasting when you are under the legal age to do so), the respective operator may refuse to accept your voucher, and no refunds will be granted.

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Vehicle types do not guarantee a specific brand/vehicle, but represent a category of vehicles.

[Combined Bookings of Hotel or Flight + Hotel with Tours & Activities and/or Transfers](#)

The respective sections in these Terms & Conditions of your product/service combination apply.

- Hotel/Accommodation Bookings
- Flight + Hotels
- Tours & Activities
- Transfers

A booking of combined products/services can be cancelled with refunds only as a whole with cancellation of all products/services of the booking.

[Promotions etc.](#)

TUI may offer promotions on this Website from time to time. Please note that these promotions may involve different conditions and requirements, as may be stipulated by TUI or TUI's affiliates.

Promo codes promotion:

Promo codes may be made available by TUI from time to time to offer additional savings on selected product/services offered by selected suppliers.

Such promo code promotion may be subjected to a minimum spending requirement, or such other terms and conditions as may be stipulated by TUI on this Website. The promo code promotion may also be subject to availability and made available on a first-come-first-served basis.



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Promo codes are valid for the duration of the respective promotion only and only one promo code may be used for each booking. In the event where multiple promo codes are available at the same time, they are not cumulative, and it is at your discretion to select the coupon code that you wish to apply.

Promo codes are not exchangeable for cash, non-transferable and non-refundable.

TUI reserves the absolute right to amend or withdraw a promo code promotion at any time without prior notice and without assigning any reason whatsoever.

Cancellations

You may cancel your booking at any time. Refunds will be provided as per cancellation policy and refunds shows on the Website prior payment for your booking and also stated at the booking confirmation, as per the date you cancel.

Cancellations are only possible via email, not via phone.

TUI reserves the right to cancel a booking at our sole discretion and for any cause without giving reasons for the rejection/ refusal/ cancellation. The causes may include but not limited to the following:

- Breach of the Terms & Conditions by you
- Suspicion of criminal activity (including but not limited to unauthorized use of a credit or debit card), fraud or theft
- Product/ services not being available or no longer being made available by the supplier, or where the supplier has provided inaccurate price and/or information relating to their products/services
- The provision of inaccurate, erroneous or misleading information by you
- Problems with credit card electronic communications, information or transactions

In certain cases, we may require additional information or verification to validate and confirm the booking. If you choose not to submit the required additional information, reservations will not be completed and will be voided.

Changes/Amendments

For bookings containing a Flight + Hotel products/services:

You are generally not allowed to make any changes and/or cancellation to the Flight + Hotel purchased. Any change of the whole or part of the package will render the initial amount paid forfeited, and you may also lose whatsoever benefit(s) that you may initially be entitled to from the original Flight + Hotel product/service (including but not limited to any savings made and promotion benefits).

For other products/services than Flight + Hotel:

All changes are subject to the respective suppliers' terms and policies. If allowed, the change may entail charges and fees from the supplier, in addition to TUI's Fees.



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You may also lose whatsoever benefit(s) that you may initially be entitled to from the original Flight + Hotel product/service (including but not limited to any savings made and promotion benefits).

Suppliers might impose a data and time until which a requested change must be done, which we will communicate to you.

Payment of any cost associated with the change must be done prior that date and time for the change to be possible.

In the event a supplier was to cancel an element of a booking, TUI may at its absolute discretion either choose to cancel that particular booking as a whole or substitute it with another element which is substantially equivalent to the cancelled element. TUI shall not be liable to any cancellation of an element by a supplier and/or the consequences of that element cancellation.

Refunds

In the event of a refund to the customer after the deductions of Fees, the relevant amounts will be transferred back by the party of the payment method used to make the original booking.

Any Admin Fees applied will not be eligible for reimbursement. Customers should note that refunds may take up to 1 month.

Admin Fees

TUI does not charge fees when you make a booking.

For changes, cancellations, refunds, these admin fees (“Fees”) apply. Please note Fees are in addition to any cost, charges, fees a supplier might impose.

Fees are always applicable in the same currency as the booking affected.

TUI Admin Fees	Cancellation with Refund	Name Typing Error Correction	Change Booking (as a whole or elements)
Per	Per Traveller of Booking, per Refund	Per Traveller Affected	Per Traveller of Booking
MYR	50	50	50
AUD	20	20	20
IDR	18,000	18,000	18,000
INR	1,000	1,000	1,000
JPN	1,500	1,500	1,500
NZD	20	20	20
THB	400	400	400
USD	15	15	15



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Hotel Star Ratings

Star ratings is only a general guide. You should be aware that these are not necessarily the official local rating and that standards can vary between hotels and accommodation of the same class in different countries, and even in the same country. Different countries have different standards; a 3-star hotel in one country is not necessarily equivalent to a 3-star hotel in another.

Product/Services Images

Whilst we endeavour to ensure that property images and descriptions of products/services and facilities displayed on TUI are an accurate and up to date representation, we cannot guarantee this always to be the case as we obtain this information from our suppliers. The images and information are provided to give a general impression of the product/service.

Images of room types do not necessarily represent the bed configuration of the room being purchased. For example, a triple room in North America may consist of one double bed and one single bed or a double room in Austria may consist of two single beds. Also, there may be an additional charge for extra beds or cots.

Product/Services Ratings

The rating system on this Website is provided for your reference only, and TUI does not guarantee the accuracy of the ratings. The existing ratings are based on information given by third parties such as suppliers, users or other review websites.

Hotel Activities

It is possible that, from time to time activities offered by the suppliers that are shown in the description of the hotel on the Website are cancelled, for example as a result of weather conditions or other reasons beyond the supplier's reasonable control, during out-of-season stays, or if the required number of participants for the activity is not achieved.

Where sightseeing is concerned, the sequence of the various tourist attractions is shown only as an indication. This can be changed by the suppliers.

Hotel Meals

If hotel meals are part of a booking, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the booking. Hotel stay which includes main meals generally commence with dinner on the day after arrival at the hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made.

The customer is reminded that, unless specified otherwise on the website, drinks are not included with meals. If drinking water is not available, the customer will bear the cost of buying it.



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Parents are advised to bring special food for their baby with them, as this is not always available locally.

Hotel Taxes

The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally must be paid locally. The Customer and Travellers are exclusively responsible for paying such additional taxes. The amount of taxes can change between booking and stay dates. If taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

Electronic Flight Ticket

An electronic ticket is a ticket with no physical form. When using this type of ticket, the Travellers must check-in online on the airline's website, if offered by the airline, or go to the check-in desk of the airline concerned and show a valid travel document (passport, visa, identity card, etc.) in order to obtain his / her boarding card. The Customer must strictly observe the times for checking in.

Airline Liability

The Customer is reminded that an airlines' liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by the airline's own Rules and Restrictions including their conditions of carriage.

Insurance

The prices on the website do not include travel insurance. The Customer is therefore advised to take out insurance that covers the consequences of certain cases of cancellation and that also provides cover for certain special risks such as the cost of repatriation in the event of an accident or illness. It is the Customer's responsibility to ensure any insurance policy taken out is adequate to cover their requirements.

TRAVEL AGENT LIABILITY

The information, software, products, and services provided through TUI online may include inaccuracies or typographical errors.

Wholesalers, airlines, hotels and other suppliers providing travel or other services for TUI online are independent contractors and not agents or employees of TUI are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

TUI have no liability and will make no refund or compensation in the event of any delay, cancellation. Overbooking, strike, force majeure, or other causes beyond their direct control and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

In no event shall TUI and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of



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the TUI online or with the delay or inability to use TUI online, or for any information, software, products, and services obtained through TUI or otherwise arising out of the use of TUI online, whether based on contract (including fundamental breach), tort, strict liability, or otherwise, even if TUI and/or their respective suppliers have been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Governing Law, Jurisdiction & Limitation of Action

These Terms & Conditions are governed exclusively by and are to be interpreted in accordance with the Laws of Malaysia. Any and all actions, disputes or controversies arising out of or in relation to these Terms & Conditions and/or the use of this Site shall be submitted to the exclusive jurisdiction of the court of Malaysia.

You agree that you will bring any claim or cause of action arising from or relating your access or use of this Site **within two (2) years** from the date on which such claim or action shall arise or accrued, failing which you shall be deemed to have irrevocably waived your cause of action against TUI.

Miscellaneous

TUI shall not be held liable for any non-performance or violation of these Terms, or any damage or harm to users caused by act or condition beyond its reasonable control ("Force Majeure Event"). Force Majeure Event shall include but not limited to natural disaster, epidemic, riot, war, embargo, sanctions, changes in laws or regulations, civil disorder, labour strikes, government imposed travel restrictions (at our origin or at your destination) and so forth.

If any one or more of the provisions of these Terms is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in any way or impaired thereby.

Failure by TUI to enforce any provision of these Terms at any time shall not be construed as a waiver of TUI's right to enforce the breach of such provision or any other provision in these Terms, or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provisions of these Terms.

All notices, demands or other communications required to be given or made to TUI shall be made in writing and delivered by personal service, prepaid registered post or email at the address, and/or email address as set out hereunder (or to such other address and/or email address as may be notified by TUI to you from time to time).

Email: customercare.mhholidays@tui.com

Mail: TUI International Holiday (Malaysia) Sdn. Bhd.
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