



TUI International Holiday (Malaysia) Sdn. Bhd.

## Terms & Conditions 1.4.2 as of 23/3/2022

This website (“Website”) is operated by TUI International Holiday (Malaysia) Sdn. Bhd. (Company No. 1275784-T., Licence No. KPK/LN9082), A-38-11 & A-39-11, Menara UOA Bangsar, 5 Jalan Bangsar Utama 1, Taman Bangsar, 59100 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



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- Use the Website to make any speculative, false or fraudulent reservation or purchase and/or any purchase in anticipation of demand
- 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.



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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 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



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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 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.



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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
- 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.



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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.

## 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.

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.

## 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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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.

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.



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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. 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.



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## 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 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:



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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.

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

To cancel your holiday you must tell us as soon as possible. When your holiday has been cancelled you will receive a cancellation invoice.

Cancellations are only possible via email, not via phone.

You must pay a termination fee which covers our administration costs and compensates us for the risk that we do not resell your holiday. The fee is based upon how long before your holiday you tell us you want to cancel and is a percentage of the total price of your holiday.

How long before your holiday you cancel	Percentage Of Your Holiday Price
70 days or more	Loss of deposit
69 - 63 days	30%
62 - 49 days	50%
48 - 29 days	70%
28 - 15 days	90%
14 - 0 days	100%

Even if the termination fee is lower than the deposit, your deposit will not be refunded. We may not be able to refund elements of your holiday if they are added extras.

If you are cancelling because of an unavoidable and extraordinary circumstance happening at your destination that will significantly impact the performance of your holiday or your flight to get there, you will not have to pay a termination fee and your deposit will be refunded.



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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.

If we cancel your holiday, except where it's because you haven't paid or you have been disruptive, you can have a refund or accept a replacement holiday from us of a similar standard and price if we can offer you one. We'll also pay the compensation shown below (unless we have cancelled because of one of the reasons listed in 'Events Beyond Our Control' or where you haven't paid) and we'll refund the difference if the replacement holiday is of a lower price.

### Changes/Amendments

Sometimes you can make changes to your holiday. Where we treat your change as a cancellation, you will pay a termination fee instead of an amendment fee. If the new holiday is more expensive you will need to pay the fee and the difference in price.

Airlines or other transport providers can charge a fee for a change and sometimes treat a change as a cancellation. Fees can be up to 100% of the price for that part of your holiday. You must pay those fees as well as the amendment fee shown below.

When making changes, the price of your new travel arrangements will be based on the price that applies on the day you make the change. Please note there won't be any reduction in the price you pay, even if your new travel arrangements are cheaper than your original booking.

If your change means fewer adults travel, and your holiday price is based upon the number of adults, we'll recalculate the total price and the price per person may go up. This extra price isn't a termination fee. You will also need to pay the appropriate proportion of the termination fee for the adult who has cancelled. See "If you Cancel Your Holiday".

Some elements of your holiday, such as excursions, transfers, children's activities, flight or accommodation options, room/board upgrades, late check-out rooms theme park tickets and airport parking, may be non-refundable.

You may transfer your holiday to someone else if you give us at least 7 days' notice in writing or by email and the new lead name accepts the transfer and the terms of Our Agreement – insurance can't be transferred. You will be responsible, together with the new lead name, for our amendment fees and any costs as a result of the change. Suppliers might impose a date 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.

We aim to give you what we promise but, as we plan our holidays a long time in advance, sometimes things can change. We can make a change at any time but will let you know before your holiday if



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there's time.

Flight times given are for guidance only – your actual times will be shown on your e-ticket. Check that carefully when you receive it. Aircraft type can change and some facilities such as entertainment or advertised seat pitch may not be available. If we can't provide a seat option, we'll refund the price you paid for that option.

Amendment fees	More than 70 days before your holiday	70-29 days or more before your holiday	28–15 days before your holiday	14–0 days before your holiday
To change a name, passenger, or passenger type (you can correct a spelling error without paying a fee)	£10 per person	£10 per person	£10 per person	£10 per person
To upgrade a service, add on a flight extra, upgrade a room type or board basis	No fee	No fee	No fee	No fee
To change duration, the time of a TUI Airways flight or to travel on an earlier date than planned	£20 per person	£20 per person	£20 per person	£20 per person
To change accommodation, departure or destination airport, or to change a flight not operated by TUI Airways	£20 per person	£20 per person	Treated as a cancellation	Treated as a cancellation
To travel on a later date than planned	£20 per person	Treated as a cancellation	Treated as a cancellation	Treated as a cancellation

Occasionally, we may have to make a major change to your holiday such as a change of destination, a change of accommodation to a lower category, a change in flight time by more than 12 hours or a change of UK departure airport. A change in flight time that we need to make within 24 hours before you are due to fly is not a major change unless the time changes by more than 24 hours.

If we tell you about a major change after you book your holiday, you can accept the new arrangements offered by us; or accept a replacement holiday from us of the same or similar standard and price at the date of the change, if we are able to offer you one; or cancel your holiday with us and receive a full refund.

If we make a major change we'll pay the compensation shown below, unless the change is because of an event beyond our control, and we'll always refund the difference in price if the replacement



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holiday is a lower price at the date of the change. Any compensation payable is based upon how many days before your holiday departure we tell you about a major change. We'll pay 50% of the compensation for each person who paid a child price. No compensation will be paid for free child places.

How long before your holiday we tell you about a major change	Compensation per person
84 days or more	0
83 - 29 days	£25
28 - 15 days	£35
14 - 8 days	£50
7 - 0 days	£100

Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, any failure to secure relevant flying rights, natural or nuclear disasters, fire, health risks, unavoidable and unforeseeable technical problems with transport, closed or congested airports or ports, actual or potential severe weather conditions, the imposition of sanctions or other Governmental action and any other similar events.

## 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.

## 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.



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## 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.

## Behaviour

Only you can use your accommodation. You must not let anyone else stay there. You are responsible for any damage to your accommodation or its contents during your holiday.

We can refuse to accept you on your holiday or continue dealing with you if we, or someone in authority, believe your behavior (by any form of communication or in person) is disruptive. The Captain of your aircraft or ship can restrict your movements on board or remove you.

If you are disruptive and stopped from boarding your flight from the UK, or disruptive during your flight, we'll treat your booking as cancelled by you at that moment. If you are disruptive on your holiday we can remove you from your accommodation and you will be responsible for your own return home and for any other members of your group who cannot or will not travel without you. You will not be entitled to a refund in either case and we will not provide compensation or meet any costs or expenses.

If you are disruptive you will be responsible for any damages, costs and expenses (including legal expenses) incurred as a result. This can include cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

Disruptive behavior includes being threatening or abusive, damaging property, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger.

## Excursions



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We may introduce you to suppliers of excursions or other services. If you buy one of these, you'll be contracting with the supplier directly, we act only as an agent and have no liability for the performance of that contract. Our Agreement doesn't apply to any contract for excursions or other services.

### 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.

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.



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## 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 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.

## If Things Go Wrong on Your Holiday

You benefit from the rights applying to packages under The Package Travel and Linked Travel Arrangements Regulations 2018. We are responsible for all the travel services included in your holiday. If any of them isn't provided as we agreed, we'll pay you compensation, if appropriate, unless it's due to an event beyond our control (see 'Events Beyond Our Control'), is your fault or is caused by a third-party.



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If you are in difficulty on your holiday we'll help by providing information on health services, local authorities and consular assistance. We'll help you make phone calls, send emails or make alternative travel arrangements. You must pay any costs we incur if the difficulty is your fault.

### If You Have A Complaint

It is very rare for things to go wrong. If they do, you must tell the supplier in question (e.g. the hotel) and our representative straight away so they can solve the issue. If our representative isn't available, you should contact our TUI Guest Experience Centre which is open 24/7. If you're still not satisfied, contact After-Travel Customer Support within 28 days of coming home so we can investigate properly. Contact details are in the A-Z Guide.

We usually solve any issues but you can use ABTA's scheme for resolving disputes at [www.abta.com](http://www.abta.com).

### Personal Injury

Your holiday is made up from services provided by suppliers who follow local standards. Overseas safety standards are generally lower than in the UK.

If anyone travelling suffers injury, illness or death because of the services provided as part of your holiday, you must tell us and the supplier involved about it and complete a report at the time. After your holiday you can contact After-Travel Customer Support. It must be no more than 3 months after you come home so we can investigate properly. Contact details are in the A-Z Guide.

### Protecting Your Money

We provide security for the money you pay for your holiday and to bring you home in the event we become insolvent. When you buy a holiday from us that includes a flight, we do this by way of an ATOL (number 11852) managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR. We also place a bond held by ABTA (V5126), 30 Park Street, London, SE1 9EQ, for holidays that do not include flights.

We've tried to write Our Agreement clearly. Unfortunately, the ATOL rules make us include the next three paragraphs exactly as they're written.

Your Financial Protection. When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder.



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However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Where your holiday is protected under the ABTA scheme, you agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original holiday. You also agree to accept that in circumstances where the travel service provider provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

All money you pay to a travel agent for your holiday is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

### 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,



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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](mailto:customercare.mhholidays@tui.com)

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

A-38-11 & A-39-11, Menara UOA Bangsar,

5 Jalan Bangsar Utama 1,

Taman Bangsar, 59100 Kuala Lumpur,

Wilayah Persekutuan

Malaysia