

STAR CRUISES - STANDARD TERMS & CONDITIONS

1. INTERPRETATION AND DEFINITIONS

- a. "PTT" refers to POTO Travel & Tours Sdn. Bhd.
- b. Passenger means the person who books and/or purchases the cruise ticket.
- c. All references to provisions of statutes, enactments, ordinances, rules and regulations include such provisions as amended, modified or re-enacted;
- d. Words applicable to natural persons include any body of persons, company, corporation, firm or partnership incorporated or unincorporated and vice versa;
- e. Words importing the singular number shall include plural number and vice versa;
- f. The headings to the Clauses of this Star Cruises - Standard Terms & Conditions are convenience of reference only and shall not affect interpretation and construction thereof;

2. BOOKINGS AND PAYMENTS TO PTT

- 2.1 Passenger is required to place 35% deposit for PTT to proceed with booking. The balance payment of 65% must be remitted to PTT within 48 hours after payment of deposit.
- 2.2 However in the event of last minute booking where the cruise departure is on the same day or the next day, Passenger is required to remit 100% payment to PTT.
- 2.3 Passenger is required to provide proof that payment has been made to PTT. Only upon PTT's satisfaction that the payments have been remitted into PTT's account then only PTT will proceed to do the bookings or purchase.
- 2.4 Failure to comply with the requirements above in 2.1, 2.2 and 2.3 may result in the cancellation of reservation and forfeiture of deposit by PTT.

3. REQUEST FOR CHANGES AFTER CONFIRMATION BY PASSENGER

- 3.1 Upon confirmation of the booking and where confirmation slip is issued, any request by Passenger to make subsequent changes to the booking is SUBJECT to PTT's approval which is dependent on Star Cruise's terms and conditions. PTT have the absolute discretion to approve or refuse the request.
- 3.2 In the event PTT declines the request and the Passenger cancels the booking, Passenger is subjected to the cancellation charges referred in Clause 4.
- 3.3 Where PTT approves the Passenger's request, administration fee of RM60.00 per person will be charged. Any additional cost due to the changes shall be borne by the Passenger. The administration fee exclude cancellation fees.

4. CANCELLATION CHARGES

- 4.1 In the event of cancellation the following charges will apply :
 - a. For Normal Season – 4 Nights Cruises or Less

- 14 – 45 days before departure – 35% of Cruise Full Fare
- 8-13 days before departure - 60% of Cruise Full Fare
- 7 days or less before departure - 100% of Cruise Full Fare
- No Show / No Written Notice - 100% of Cruise Full fare
- b. For Normal Season – 1 Night Cruises
 - 14 – 29 days before departure - 35% of Cruise Full fare
 - 6 -13 days before departure - 60% of Cruise Full fare
 - 5 days or less before departure - 100% of Cruise Full fare
 - No Show / No Written Notice - 100% of Cruise Full fare
- c. For Peak Season – 100% of Cruise Full fare irrespective of the notice period given.
- 4.2 Cancellation of reservation must be made in writing to avoid any misunderstanding.
- 4.3 Star Cruises' policy shall apply in addition to the cancellation charges as set out in the clause above.

5. RESPONSIBILITIES

- 5.1 Passenger's Responsibilities :
 - a. Passenger must have an international passport or other recognized travel documents valid for at least six (6) months from the date of sailing and must present his/her passport together with access card upon boarding.
 - b. Where passenger requests PTT to apply for visa application, passenger is required to hand over his or her international passport copy via fax, email or post at least thirty (30) days before the date of departure. For some countries which require the original passport to obtain the visa, Passenger shall hand over personally the original passport a minimum of thirty (30) days before departure; and responsible to notify or inform PTT's representative during the hand over process should they need the original passport (for other usage) before the day of departure. PTT discourages posting through normal post of passport to PTT and therefore shall not be responsible for the loss of passport if Passenger decides to post to PTT.
 - c. PTT shall in no circumstances be responsible for rejection of visa approval due to Passenger's failure to hand over the passport and other required documents by the date as advised by PTT.
 - d. Passenger must ensure they have necessary visa and vaccination and health certificates as required by the various authorities of the countries to be visited.
 - e. Passenger must embark before gate closes at the stipulated Check-in embarkation ports failing which Passenger may have to bear any liability incurred. Berthing time may change subject to the availability of berths at different ports.
 - f. Passenger is responsible to ensure on his/ her safekeeping of passport and access card during sailing. PTT shall not be liable in the event he/she loses the passport and access card for any reason whatsoever during sailing. Access card is an identification card used for onboard identity card, onboard charge card, gangway security pass and cabin key card. Therefore Passenger is required to carry along the access card throughout the cruise for inclusive dining privilege verification.

- g. Passenger must ensure that he/she is in good health to travel and join the sailing and must not be of unsound mind.
- h. Passenger must abide and not breach any laws or regulations during sailing including Gala Dinner (only available for 4D3N sailing during destination Krabi/Langkawi) requirement to make advance reservation and dress code requirement of elegant casual, no shorts or open-toed footwear is allowed. All garment for gentlemen must come with collar.
- i. PTT shall not be held responsible or liable for any expenses, reimbursement or refund of tour prices if Passenger is refused entry or deported by immigration authorities resulting from the possession of unlawful items or holding improper travel documents or other causes (including but not limited due to health reasons and or unsound mind), or behaviour and activities considered to be detrimental by foreign government. No refund will be made to passengers who are denied embarkation for non-compliance of immigration requirements.
- j. Passenger is strongly prohibited from bringing any alcohol, alcoholic drink, intoxication liquor or beverage onboard the ship.
- k. Passenger is prohibited from using heating devices such as iron, cooking plate, water heater and any other related heating device.

5.2 PTT's Rights and Responsibilities

- a. PTT will advise Passengers on what documentation is required.
- b. Wherever possible, PTT will assist Passenger in obtaining the necessary visa. PTT however does not guarantee the approval of any visa application. Please refer to Clause 8 on rejection of visa by Embassy.
- c. PTT acts only as agent for Star Cruises therefore Passenger must abide and adhere to Star Cruises' terms and conditions under which services are provided.
- d. Passengers who participate in any PTT's tour shall be at his/ her own risk. PTT and or its associated agents shall not be held liable to any person as a result of the following:
 - i. Inaccuracy, misdescription or changes to any tour and its itinerary;
 - ii. Additional expenses due to delays or changes in any services, sickness, weather, strikes, war, quarantine or other causes;
 - iii. Any damage or loss of baggage or other personal effects or accidents. It is the responsibilities of the Passenger to buy travel insurance (refer to Clause 7);
 - iv. Deportation or refusal entry of Passenger by Immigration Authorities due to possession of unlawful items or holding improper travel documents or any other reasons.
- e. It is the Passenger's full responsibility to ensure the he/ she is in good health condition and fit to sail. PTT is not responsible to provide any requirement whatsoever to disabled or handicapped individuals (including but not limited to sight, speech, hearing and mobility disabilities) and to any individuals suffering from any medical conditions (including both physical and mental). PTT strongly recommends that Passengers equip themselves with special care and needs they require. PTT shall not be liable for any medical expenses or any other expenses due to failure by Passenger in ensuring this requirement.

6. TOUR INFORMATION AND PRICES

- 6.1 Prices shown are current at the time of publication which payment method is in cash (including but not limited to cheque and telegraphic transfers). All payment must be made in Ringgit Malaysia. The prices are subject to change due to changes made by Star Cruises therefore PTT reserves the right to increase prices. PTT will inform the Passenger accordingly before the departure.
- 6.2 Single fare Passenger is required to pay 150% of twin –sharing fare.
- 6.3 Infant (below 2 years old) is required to pay 25% of twin-sharing normal fare which is applicable only upon 2 full-paying Passengers.
- 6.4 Any child whose travel document is attached to the parent’s passport must travel with the accompanying parent. A Passenger under 18 years of age must be accompanied in the same or connecting stateroom by a passenger 18 years or older.
- 6.5 Passage for a pregnant woman will only be permitted before her 24th week of pregnancy at the time of sailing therefore any failure by Passenger to inform PTT of her condition will not result any liability on PTT in the event Star Cruises refuse the Passenger to board.
- 6.6 Items not included in the tour fare are:-
- a. Visa Fee, Passenger Handling Charge, Fuel Surcharge, Holiday Surcharge, Security Surcharge, optional land tour and other incidental charges.
 - b. Laundry;
 - c. Food and beverage not included in package;
 - d. Optional excursions;
 - e. All items of a personal nature;
 - f. Medical expenses;
 - g. Any expenses incurred by Passenger arising from Star Cruises’ instruction to off- load the Passenger due to any reason whatsoever.
- 6.7 Any other information will be as provided in the “Maklumat Peringatan”. PTT however will not warrant to Passenger that the “Maklumat Peringatan” is exhaustive and conclusive as any information will be as advised by Star Cruises. Any other information beyond PTT’s knowledge will not be under PTT’s responsibility.

7. TRAVEL INSURANCE

- 7.1 Passengers are encouraged to buy travel insurance to safeguard themselves against sickness or death, loss of money, cancellation of flight, flight delays or lost baggage.
- 7.2 PTT shall not liable for any losses or expenses incurred by the Passenger due to his/ her refusal in purchasing the travel insurance. Full liability is to be borne by Passenger.
- 7.3 Passenger will keep PTT indemnified against any expenses, losses or damages borne by PTT in assisting Passenger arising to any failure by Passenger to purchase travelling insurance.

8. APPLICATION OF VISA

- 8.1 In the event that the visa application is rejected by the embassy the reservation will then be deemed cancelled and is subject to cancellation charges in Clause 4.
- 8.2 The Passenger will also be required to pay any charges including but not limited to charges by the embassy arising from its terms and conditions, processing fee, visa fee, administrative fee and/ or any other relevant payment.
- 8.3 PTT does not accept visa application by non- resident. However if the consulate or embassy allows for the application to be made by travel agency, PTT then may accept the application. Any additional charges related to this application shall be borne by the applicant.

9. THIRD PARTY USAGE OF PTT'S NAME

PTT shall not be responsible towards any claim by any party or Passenger who purchases tour package from other travel agent using PTT's name without PTT's authorization.

10. MISCELLANEOUS

PTT reserves the right to amend this policy from time to time.

Note: PTT reserved the right to publish or print any photographic materials which taken during the said sailing for commercial use.