

**STANDARD TERMS & CONDITIONS  
FOR  
OUTBOUND TOUR PACKAGES**

## 1. INTERPRETATION AND DEFINITIONS

- a. "Domestic Tour" means any tour within Malaysia and Singapore;
- b. "FIT" means Free & Independent Traveller of any one (1) or more individual travellers who purchase at least two (2) components of a package tour, either in transport (including but not limited to air, sea, train, bus and car) and/ or ground arrangement (including but not limited to airport- hotel transfer, accommodations and tours).
- c. Group Series Departure Tour Package means a regular tour package of minimum one (1) departure per month to one (1) destination and with a minimum number of fifteen (15) travellers;
- d. "PTT" refers to POTO Travel & Tours Sdn Bhd.
- e. "Package Price" refers to price payable in cash (including but not limited to cheque and telegraphic transfers) and does not include merchant fee chargeable by bank for payments through credit card;
- f. The Recitals, Appendices and Schedules hereto and any documents therein referred to shall be taken, read and construed as an essentials and integral part of this Standard Terms & Conditions;
- g. All references to provisions of statutes, enactments, ordinances, rules and regulations include such provisions as amended, modified or re- enacted;
- h. Words applicable to natural persons include any body of persons, company, corporation, firm or partnership incorporated or unincorporated and vice versa;
- i. Words importing the singular number shall include plural number and vice versa;
- j. The headings to the Clauses of this Standard Terms & Conditions are convenience of reference only and shall not affect interpretation and construction thereof;

## 2. RESERVATIONS

### 2.1 FIT Reservations

- a. Request for quotations:-
  - i. Request by Traveller must be submitted in written form of formal letter and/ or e- mail duly transmitted and received by PTT.
  - ii. In the event the Traveller would like to make any changes to the itinerary proposed by PTT, the Traveller must submit in writing vide formal letter and/ or e- mail duly transmitted and received by PTT within five (5) working days, subject to the ticketing guidelines as advised by PTT in the quotation.
  - iii. PTT shall not be responsible if request, changes or confirmation is not received by PTT.
- b. Surcharge Fee of minimum RM50.00 is chargeable for request for each quotation.
- c. The Surcharge Fee will be deducted accordingly from the tour fare.
- d. Any request by Traveller for subsequent changes is only allowed up to three (3) times, however PTT reserves the right to refuse the request at any time in the event of non- availability. The subsequent changes will be charged minimum of RM50.00 each.
- e. The Surcharge Fee and any subsequent fees will be forfeited in the event the traveller cancels the reservation.

### 2.2 Group Series Departure Tour Package

- a. Traveller is required to provide proof that payment of deposit 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 reservations. Failure by Traveller to do so will render PTT the right not to proceed with reservations and/ or cancel the reservation.

## 3. PAYMENTS TO PTT

### 3.1 For FIT Tour Packages

- a. FIT Tour Package including airline ticket

- i. Upon registration and confirmation of airline ticket request, Traveller must remit full payment for airline ticket according to the dateline as advised by the person- in- charge in PTT;
    - ii. For ground and other payments, Traveller must remit deposit of 50% from the package price (excluding airline ticket) within three (3) days after registration or according to the dateline advised by person- in- charge in PTT;
    - iii. Balance payment must be made thirty (30) days prior to departure date or according to the dateline as advised by the person- in- charge in PTT.
  - b. For FIT Ground Tour Packages only
    - i. Traveller must remit deposit of 50% from the package price within three (3) days after confirmation by PTT;
    - ii. Balance payment must be made thirty (30) days prior to departure date or according to the dateline as advised by the person- in- charge in PTT.
- 3.2 For Group Series Departure Tour Packages  
Upon registration, Traveller must remit to PTT the deposit and balance payment in the following manner:
  - a. Payment of deposit during registration
    - i. For Domestic Tour – deposit of 25% from the package price or as advised by PTT;
    - ii. For tours in ASEAN countries – deposit of 25% from the package price or as advised by PTT;
    - iii. For package price RM5,000.00 and below (excluding Domestic and ASEAN) – deposit of RM700.00;
    - iv. For package price above RM5,000.00 to RM15,000.00 – deposit of RM1,500.00
    - v. For package price above RM15,000 – deposit of RM5,000.00
  - b. The balance of payment MUST be made by the Traveller no later than forty five (45) days before the date of departure for Group Series Departure tour package or according to the dateline as advised by the person- in- charge in PTT.
  - c. Where Traveller places a booking by filling up the Registration Form and pays Registration Fee of RM100.00, this amount forms part of the deposit as stated in (a) (i) to (iv) above and will be deducted accordingly against the deposit.
  - d. The Traveller must furnish to PTT proof of payment(s) made in order for PTT to proceed with confirmation of bookings.
- 3.3 Where Traveller request for Visa application only, he or she is required to fill up the relevant visa forms and to provide all the required documents and remit full payment upfront to PTT.
- 3.4 Failure to comply with the requirements above in 3.1, 3.2 and 3.3 may result in the cancellation of reservation and forfeiture of deposit by PTT.

#### **4. REQUEST FOR CHANGES AFTER CONFIRMATION BY TRAVELLER**

- 4.1 For FIT Tour Package  
Upon confirmation of the tour and where payment have been made, any request by Traveller to make subsequent changes to the reservation is SUBJECT to PTT's approval which is dependent on airlines and supplier's terms and conditions. PTT have the absolute discretion to approve or refuse the request.
  - a. In the event PTT declines the request and the Traveller cancels the tour, Traveller is subjected to the cancellation charges referred in Clause 5.1.
  - b. Where PTT approves the Traveller's request, the additional cost due to the changes shall be borne by the Traveller.
- 4.2 For Group Series Departure Tour Packages
  - a. Upon confirmation of the tour no changes can be made to the reservation within forty five (45) working days before the date of the departure subject always to the discretion of PTT.
  - b. However, any request from Traveller for any change to come back earlier or later than the group must be made in writing to PTT and will be subject to the conditions of the respective airlines. Traveller acknowledges that Traveller may incur additional charges due to this request.

- c. Changing the entire reservation constitutes a cancellation of the original reservation.
  - d. For change of destination and date of travel request by Traveller more than forty five (45) days prior to the date of the departure, PTT has the discretion to accept or refuse the request where PTT is dependent on airline's and supplier's terms and conditions. Where PTT accepts the request, this request can only be made once. Amount and method of payment will change accordingly to the new package tour.
  - e. Where PTT accepts Traveller's request for changes, an administration fee up to maximum amount of RM300.00 per person will be chargeable by PTT to Traveller.
- 4.3 Request for Early Return or Extension of Stay  
Traveller may request to extend or reduce his or her stay, however subject to the followings:
- a. Must be in written request through letter or e- mail to PTT.
  - b. PTT have full discretion to accept and refuse the request; and
  - c. Is subject to any surcharges or additional charges by airlines and overseas ground suppliers.
- 4.4 Request for Deviation or Stop Over  
Travellers may request for Deviation or Stop Over, however subject to the followings:
- a. Must be in written request to PTT.
  - b. Traveller shall bear all cost incurred.
  - c. PTT is not obliged to secure any accommodation and/ or any ground arrangement and shall not be responsible of Traveller is unable to secure on his/ her own.
  - d. PTT have full discretion to accept and refuse the request.

## 5. CANCELLATION CHARGES FOR CANCELLATION MADE BY TRAVELLER

- 5.1 For FIT Tour Packages
- a. Cancellation of reservation must be made in writing to avoid any misunderstanding. If PTT receives notice to cancel thirty (30) days or more before the date of the departure, a minimum administrative fee of RM50.00 or 10% of the tour deposit (whichever is lower) per person will be levied.
  - b. If notice of the cancellation is received twenty nine (29) days or less before the date of departure the following charges will apply:-

### **Cancellation Received- Cancellation Charges per Person**

15 – 29 working days before the date of departure – 50% of tour deposit

06 – 14 working days before the date of departure – 70% of tour fare

05 working days or less before the date of departure – 100% of tour fare

- c. The respective airline's policy shall apply in addition to the cancellation charges as set out in the clause 5.1 (b) (Note: The airline ticket is restricted and subject to the Airline's Terms and Conditions. It may be non-endorseable, non- reissueable, non- refundable and non- rerouteable. Any alteration in routing or change in the date of travel by any passenger is solely at his own risk. PTT or its associated agents shall not be held responsible for any inconvenience caused and extra expenses incurred).
  - d. Eligible refund request will be processed within minimum of sixty (60) days depending on the involved suppliers' compliances and commitment.
- 5.2 For Group Series Departure Tour Packages
- a. Cancellation and/or changes of tour packages and/or departure date of booking must be made in writing to avoid any misunderstanding. If the company receives notice to cancel forty five (45) days or more before the date of departure, a minimum administrative fee of RM250.00 per person or 2% of the tour fare (whichever is higher) per person will be levied.
  - b. If notice of the cancellation is received 44 days or less before the date of departure the following charges will apply:-

### **Cancellation Received- Cancellation Charges per Person**

30 – 44 working days before the date of departure – Forfeiture of tour deposit

22 – 29 working days before the date of departure – 50% of tour fare

08 – 20 working days before the date of departure – 75% of tour fare

07 working days or less before the date of departure – 100% of tour fare

- c. The respective airline's cancellation policy shall apply in addition to the cancellation charges set out in Clause 5.2b (Note: The airline ticket is restricted and subject to the Airline's Terms and Conditions. It may be non- endorseable, non- reissuable, non- refundable, and non- reroutable. Any alteration in routing or change of date of travel by Traveller is solely at his own risk. PTT or its associated agents shall not be held responsible for any inconvenience caused and extra expenses incurred).
- d. Eligible refund request will be processed within minimum of sixty (60) days depending on the involved suppliers' compliances and commitment.

## **6. CANCELLATION BY PTT**

### **6.1 FIT Tour Package**

- a. PTT reserves the right to cancel the tour due to an event of Force Majeure. Force Majeure will mean any event or condition, not reasonable within the control of either party, including, without limitation, acts of State or governmental action, riots, disturbance, war strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood hurricane, typhoon earthquake, lightning and explosion.
- b. PTT shall recommend alternative tours preferable to the same destination or other tours. Should any traveller decide not to accept the alternative tours, all moneys paid will be refunded to the traveller.

### **6.2 Group Series Departure Tour Packages**

- a. PTT reserves the right to cancel the tour due to an event of Force Majeure. Force Majeure will mean any event or condition, not reasonable within the control of either party, including, without limitation, acts of State or governmental action, riots, disturbance, war strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood hurricane, typhoon earthquake, lightning and explosion. PTT shall recommend alternative tours preferably the same destination or other tours. Should any traveller decide not to accept the alternative tours, all moneys paid will be refunded to the traveller.
- b. In the event of insufficient passengers or inability to secure seats or accommodation:
  - i. PTT may advise traveller to change to private tour and the cost will commensurate accordingly to this change. This is always subject to the availability of the number of seats and accommodation. PTT is in no way under strict obligation to provide such service in the event there is no available seat and accommodation, or
  - ii. The Traveller may cancel the reservation and PTT will refund the amount of money paid.

## **7. RESPONSIBILITIES**

### **7.1 Traveller's Responsibilities**

- a. Traveller must have an international passport or other recognized travel documents valid for at least six (6) months from the date of return to country of origin.
- b. Traveller 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, Traveller shall hand over personally the original passport a minimum of thirty (30) days before departure; and responsible to notify or inform PTT's Customer Service representative during the hand over process should they need the original passport (for other usage) before the day or departure. PTT discourages posting through normal post of passport to PTT and therefore shall not be responsible for the loss of passport if Traveller decides to post to PTT.
- c. PTT shall in no circumstances be responsible for rejection of visa approval due to Traveller's failure to hand over the passport and other required documents by the date as advised by PTT.
- d. Traveller must ensure they have necessary visa and vaccination and health certificates as required by the various authorities of the countries to be visited.
- e. For Traveller who require to purchase domestic flights from their origin to the departure airport, namely Kuala Lumpur International Airport, he/she is advised to seek for advice from PTT by contacting PTT's Customer Service representative by direct calling or e- mail before proceeding with the procurement to

avoid any detriment of unused service in case or any alteration of flight route which in any event PTT service will not be liable due to this failure by PTT.

- f. Traveller is responsible to ensure on his/ her safekeeping of passport during travel. PTT shall not be liable in the event he/she losses the passport to any reason whatsoever during travel.
- g. Traveller must ensure that he/she is in good health to travel and join the tour and must not be of unsound mind.
- h. Traveller must abide and not breach any laws or regulations during travelling.
- i. PTT shall not be held responsible or liable for any expenses, reimbursement or refund of tour prices if Traveller 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.

## 7.2 PTT's Rights and Responsibilities

- a. PTT will advise Travellers on what documentation is required.
- b. Wherever possible, PTT will assist Traveller in obtaining the necessary visa. PTT however does not guarantee the approval of any visa application. Please refer to Clause 13 on rejection of visa by Embassy.
- c. PTT acts only as agent for the transportation companies, hotel, contractors and other principles. Vouchers and documents are issued subject to those terms and conditions under which services are provided.
- d. Travellers 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 transport services, sickness, weather, strikes, war, quarantine or other causes;
  - iii. Extension of stay- flight arrangements that cannot be confirmed;
  - iv. Any damage or loss of baggage or other personal effects or accidents. It is the responsibilities of the traveller to buy travel insurance (refer to Clause 13);
  - v. Deportation or refusal entry of traveller by Immigration Authorities due to possession of unlawful items or holding improper travel documents or any other reasons.
- e. PTT is deemed to have complied with the total delivery of the tour program even when the departure time of Day 1 is around and slightly before midnight provided the night stay and the sightseeing contents stated in the itinerary are fulfilled.
- f. PTT has the responsibility in ensuring the smoothness and enjoyment of the tour. Therefore PTT's appointed Tour Leader(s) have the right to deal accordingly with difficult and uncooperative tour members whose act and conducts are unreasonable and detrimental to the enjoyment, interest, well- being and safety of other tour members. The Tour Leader(s) may require the difficult tour member to leave the tour and his/ her decision will be final and conclusive. PTT shall not refund any uncompleted part of the tour.
- g. PTT reserves the right to cancel or withdraw any itinerary, or any reservation made for the Traveller or decline to accept or retain any person from being a tour member if he/ she is found to be of unsound mind (refer to Clause 7.2 (F)) or is likely to endanger the health or safety, or impair the comfort or enjoyment of other reason any carrier hotel or other contractor refuses to allow any participant to participate in the tours.
- h. It is the Traveller's full responsibility to ensure the he/ she is in good health condition and fit to travel (refer to Clause 7.2(f)). 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 Travellers 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 Traveller in ensuring this requirement.

## 8. TOUR INFORMATION AND PRICES

- 8.1 Prices shown are current at the time of publication which payment method is in cash (including but not limited to cheque and telegraphic transfers). Tour information and the price list form part of the brochure. The prices are subject to change due to increase in airfares, other transportation costs, hotel taxes, exchange rates, government tax, etc. therefore PTT reserves the right to increase prices where PTT will inform the Traveller accordingly before the departure of the tour.
- 8.2 The company covenants for the following to be included in tour fare:-
- a. Return air ticket, not including all airport taxes and whatever applicable taxes;
  - b. Hotel accommodation, based on:-
    - i. Twin sharing basis (2 persons to a room);
    - ii. Single Supplement (person staying alone – the person concerned must pay the single supplement); and
    - iii. Triple sharing (3 persons travelling together). For a group of three (3) persons, accommodation is based on double with additional bed (including and not limited to roller beds or other type of beds used by the hotel) or triple sharing basis where applicable.
  - c. All meals, sightseeing and other items as specified in the itinerary.
- 8.3 The child tour fare advertised is based on a child who is two (2) years but not more than twelve (12) years of age, sharing twin room with two (2) adults, whereas infant fare is based on a child who is less than two (2) years from the date of departure.
- 8.4 A single Traveller may choose not to proceed with Single Supplement and request to PTT to find another single traveller in order to stay on a Twin sharing basis. PTT have the discretion whether to accept or refuse the request, depending on availability. Where PTT accepts such request, it is subject to the final confirmation by the other traveller who also requests the same and the Traveller will register based on Single Supplement basis. In the event the other traveller cancels the booking then the Traveller is deemed to proceed with his/her booking on Single Supplement basis. PTT shall not be responsible for the cancellation of the other traveller and additional cost to be incurred by the Traveller.
- 8.5 Items not included in the tour fare are:-
- a. Laundry;
  - b. Food and beverage not in regular menu;
  - c. Optional excursions;
  - d. Porterage at airport and hotels;
  - e. All items of a personal nature;
  - f. Medical expenses;
  - g. Travelling expenses or any other expenses due to death or illness;
  - h. Any expenses incurred by Traveller arising from airline's instruction to off- load the Traveller due to any reason whatsoever.

## 9. REFUND OF UNUSED SERVICES

No refund or reduction will be made to any member in respect of airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the tour fare our not utilized by the tour member due to personal reasons.

## 10. BAGGAGE

Free airline baggage allowance is provided by the airlines and the quantum and conditions may differ from one airline to another and from one airport authority to another. The same applies for hand- carried baggage aboard the aircraft. PTT will advise Travellers on the conditions and Traveller must adhere to the airline's condition. PTT shall not be responsible for any cost incurred due to non- adherence by Traveller on the luggage requirement.

## **11. POSSIBLE CHANGES**

Where there is any:-

- a. Flight delay, re- scheduling or cancellation of flight by airlines;
- b. Cancellation or refusal of service by tour operators beyond PTT's control; and
- c. Any other changes after departure.

Resulting to sightseeing tours, hotels and route to be changed, additional cost to airport tax and fuel surcharge or any other changes, PTT shall not be held responsible for the changes or cancellation and towards purchased domestic flights or any other unused services by the passengers that might be affected by the alteration, whom purchased it without consent and final validation from the company at the first place (refer to Clause 7.1(d)).

## **12. TRAVEL INSURANCE**

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

## **13. APPLICATION OF VISA**

- 13.1 In the event that the visa application is rejected by the embassy PTT will offer to the Traveller options of other tour and if the Traveller decides not to take up the option, the reservation will then be deemed cancelled and is subject to cancellation charges in Clause 5.1 and 5.2
- 13.2 The Traveller 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.
- 13.3 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.

## **14. THIRD PARTY USAGE OF PTT'S NAME**

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

## **15. 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 tour for commercial use.