

Terms and Conditions

1. The Tour Package selected by the Guest (the “**Tour**”) shall be made available at the price quoted in the Booking Form. All prices quoted in the Booking Form are in Ringgit Malaysia and exclude any tax payable. The Representative accepts financial responsibility for payment of the booked Tour on behalf of the Guests detailed on the Booking Form.
2. Bookings can be made through telephone call to us or at our front desk at least 2 days before the day of the Tour. Any changes to the bookings must be made by the Guest through telephone call to us or at our front desk within 24 hours before the day of the Tour.
3. Bookings for the Tour would only be confirmed once full payment is received from the Guest. In the case where cancellation by the Guest is made less than 24 hours before the Tour or in the case of a no-show by the Guest, any payment made by the Guest is non-refundable.
4. Our ability to accommodate to any last-minute bookings, booking confirmation and changes to the bookings will depend on the availability of the said Tour and the ability of the Tour Operator to accommodate to the changes.
5. In the event that we and/or the Tour Operator cancels a Tour, we will endeavour to notify our Guest of such cancellation and the Tour Operator may, but shall not be obligated to, make available an alternative Tour provided this is accepted by the Guest. In the event that the Guest accepts the alternative Tour, we shall refund the difference in the rates paid between the booked Tour and the alternative Tour, should the booked Tour cost more than the alternative Tour. In the event the booked Tour cost more than the alternative Tour, the Guest shall pay any additional cost to be incurred for the alternative Tour (if any). In the event, the Guest chooses not to proceed with the alternative Tour or if we and/or the Tour Operator cancels the Tour and does not make available an alternative Tour, we shall refund to the Guest the amounts paid for the booked Tour.
6. In the event that the Tour Operator is unable to personally conduct the Tour and makes available a replacement tour operator, we will endeavour to notify our Guest of the change in the tour operator. In the event the Guest chooses not to proceed with the alternative tour operator, we shall refund to the Guest the amounts paid for the booked Tour.
7. The Guests agrees and acknowledge that they have booked the Tour on the understanding that the Guests appreciate the risks inherent in such a Tour, and the Guest undertakes the Tour at his/her own risk. Such risk could include loss, damage, injury, disease or death. Each of the Guest agrees and concedes that to the extent permitted by law, the Tour Operator and us as the hotel owner and our operator or employees shall not be responsible for loss or damage to property, injury or illness to the Guest or loss of life or consequential damages which might occur from any cause whatsoever due to the Guest’s booking or participation of the Tour. The Guest is advised to take out appropriate insurance prior to date of the Tour.
8. Each of the Guest further acknowledge that the Tour Operator is an independent third party which we have engaged to provide the Tour to our Guests and nothing in the engagement of the Tour Operator to provide such Tours to the Guest shall be construed to place us or our operator or employees as being in the relationship of employer and employee, partners, principal and agent or

joint ventures with the Tour Operator. The Tour Operator does not have power to bind or obligate us or hold itself as having authority to act on our behalf and therefore, the Guest agrees and acknowledges that we shall not be liable for loss or damage to property, injury or illness to the Guest or loss of life or consequential damages which might occur from any cause whatsoever arising from the Tour.

9. The Representative confirms that in the event that there are any Guests under the age of eighteen (18), such Guest will be accompanied by his/her authorised or legal guardian. In the absence of such Guest being accompanied by his/her authorised or legal guardian, the Representative confirms that consent has been obtained from the Guest's legal or authorised guardian for the Guest to participate in the Tour.
10. The Guest confirms that he/she is medically fit, in good physical and mental health and is able to embark on the Tour. Any Guest with a pre-existing medical condition or illness must declare such conditions to us and the Tour Operator before commencement of the Tour. The Tour Operator and/or us are entitled to cancel any Tour bookings made by the Guest if the Tour Operator and/or us are of the view that the Guest is not medically fit or in good physical and mental health to embark on the Tour.
11. Each of the Guest consents and gives authorization to the Tour Operator to secure any emergency medical treatment (including but not limited to, obtaining an ambulance and providing basic first aid) in the event the Guest is unable to obtain such medical treatment in the Guest's capacity, and the Guest agrees to be responsible for the costs thereof.