

AWESOME ADVENTURE ASIA TRAVEL & TOURS SDN BHD TERMS AND CONDITION

PLEASE READ THIS. IT CONSTITUTES PART OF YOUR CONTRACT FOR YOUR TRIP AND ANY RELATED SERVICES. PLEASE CALL US IMMEDIATELY IF YOU HAVE ANY QUESTIONS.

Please thoroughly review these terms and conditions of **AWESOME ADVENTURE ASIA TRAVEL & TOURS SDN BHD** herein referred to as AAA. The addressee of this notice will be the only recipient of this booking receipt and terms and conditions. It is the sole responsibility of the addressee to inform all other parties traveling of the contents of these terms and conditions. The booking passenger, by accepting this receipt and making payment to AAA, acknowledges that they have been advised of, reviewed, and hereby accept these terms and conditions and contract for travel related services.

2. Your Agreement With Us**Your Acceptance of these Terms and Conditions**

By booking your arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement, including Parts 1-3 of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due. You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

If You Change Your Booking

Where a change requested by you to your travel arrangements is permitted and possible, our standard service fees will apply in addition to any additional Supplier charges. Please contact your original booking agent to enquire about changes or review the 'Travel Help' section of www.awesomeadventureasia.com for details of how to request changes. Please note that all reservation changes are subject to availability and the terms and conditions of the product purchased.



Changes to name details are not allowed by many airlines and other Suppliers. While we will endeavor make such a change if necessary, please bear in mind that most airlines and Suppliers treat a name change as a cancellation, to which standard conditions and charges would apply.

Flights must be taken in the sequence they appear on your ticket or e-ticket confirmation. If you plan not to take a flight as booked, please contact the airline as far in advance as possible to discuss your options. If you do not check in on time for a confirmed reservation, the airline may register you as a 'no-show', which could result in extra charges and/or your whole flight itinerary being cancelled and/or render your ticket void.

If You Cancel Your Booking

If you cancel your arrangements, you may be entitled to a partial refund. In addition to the cancellation terms and conditions of your Supplier(s), our standard fees will apply as may be outlined on your receipt or booking confirmation. We need to receive from you your original voucher before any applicable refund can be considered. If you decide to cancel arrangements before the balance due date, any deposits paid are non-refundable.

Refunds will only be paid to you once we have received the funds back from the Supplier(s). Generally flight tickets cannot be refunded if they are partially used. We are not responsible for a Supplier's failure to pay a refund.

If the reason for your cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim your cancellation charges through your insurer.

DISCOUNT POLICY

The website www.awesomeadventureasia.com act as the main reference point for all products / service offered by AAA Travel. Lis of AAA Travel products and services are as per the Terms & Conditions. Should discrepancies arise, AAA Travel website www.awesomeadventureasia.com

Customer is entitled to receive discount from AAA Travel if any of the qualifying conditions in paragraph 3 – 5 is / are met.

SUPER EARLY BIRD PRICE : Customer that pay the initial booking / deposit more than 9 months before departure date are entitled on the super early bird price.

ARBA TRAVEL KIT : Customers that choose discount policy, customer is bind to agree in accessing AAA Travel Website at www.awesomeadventureasia.com on regular basis to view the terms and conditions and kept up-to-date with any changes or variations made to the product pricing as well as terms and conditions.



AAA Travel reserves the right to vary, change, delete or add to these Terms and Conditions wholly or in part by giving 21 days prior notice to the customers.

Notes :

Maximum amount of discount entitled is capped at RM200.00 per pax

This discount is not applicable during MATTA Fair and AAA Travel Promotion unless stated otherwise.

INITIAL DEPOSIT POLICY

A. Deposit / Booking fees is made LESS than 45 days before departure

1. Deposit / Booking Fees need to be paid within 24 hours after receiving quotation to confirm the booking. The deposit amount are as per Table A
2. Customer has to settle the remaining outstanding stated in the invoice immediately. AAA Travel has the full right to cancel the booking if the payment is not made within the specified time.

B. Deposit / Booking fees is made between 45 – 75 days before departure.

1. Deposit / Booking fees need to be paid within 24 hours after receiving quotation to confirm the booking. The deposit amount are as per Table A.
2. The final payment should be made less than 45 days before departure. AAA Travel has the full right to cancel the booking if the payment is not made within the specified time.

C. Deposit / Booking fees is made more than 75 days before departure.

1. Deposit fee need to be paid within 24 hours after receiving quotation to confirm the booking. The deposit amount are as per Table A
2. If the booking is paid BEFORE 15th day in calendar month, the first instalment would be due on the 26th day in the same calendar month.
3. If the booking is paid AFTER 15TH day in calendar month, the first instalment would be due on 26th day in following the calendar month.
4. The instalment amount is computed as the Total Package amount (as per invoice) less initial deposit fee paid divided the amount of month allowed.
5. Customer will receive the instalment payment schedule from AAA Travel within 24 hours after completing their initial deposit.



6. The final instalment should be made less than 45 days before departure. AAA Travel has the full right to cancel the booking if the payment is not made within the specified time.
7. The customer is responsible in complying with the instalment plan as outlined in paragraph 1 – 6.

Package Price (RM /Person)	Deposit amount per person (RM / Person)
Below RM 1,000	RM 350.00
Between RM1,000 – RM4,000	RM 500.00
Above RM4,000	RM 1,000.00

Table A : Deposit amount per person

Deposit for a package above RM4,000 can be paid twice. First deposit within 24 hours of receiving quotation. Subsequent deposit (RM500) should be paid a month after the first deposit.

CANCELLATION POLICY

1. Any cancelled booking is bound with the cancellation policy and the amount refunded are summarized in table B
2. Amount refunded (if any) will credited into the customer bank account within 7 working days after the trip cancellation request is accepted.

Days before departure	< 30 Days	30 – 45 Days	45 – 90 Days	>90 Days
Initial Deposit / Booking Fees Refund	0%	0%	25%	
Subsequent Payment Refund	0%	50%		

BOOKING ACCURACY/LLEGAL NAMES: Passenger is required to immediately review all aspects of their booking to verify (but not limited to): passenger names, mailing address, email address, telephone number, date of birth, pricing, airfare, arrival/departure airports, accommodations, and organized activities on your booking receipt. Please notify AAA immediately if any omissions and/or corrections are needed regarding the booking details.



Passenger(s) voluntarily assumes full & sole responsibility for any and all risks and/or costs involved with failure to report such errors and/or omissions. Passenger is required to verify the accuracy of the passenger's LEGAL first & last names. It is mandatory that guest names be identical to the Passenger(s) LEGAL first and last names and identical to the names as they appear on booking and travel documents.

TRAVEL DOCUMENTS & DOCUMENTATIONS: Passenger(s) assumes sole responsibility to independently confirm all documentation requirements for all passport, visa, vaccination, or other entry and/or travel requirements of each destination. Passenger(s) assumes sole responsibility for, and hereby releases AAA from any claims or responsibility for any and all damages incurred as a result of Passenger(s) failure to comply with applicable documentation requirements, including but not limited the requirement that all Passengers procure, and have on their person the proper travel documents at all times. AAA recommends the Passenger(s) consult with the appropriate domestic and foreign governmental agencies for the current document requirements. Our general practice is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration fee should you make a request for such documents to be sent as a hard copy.

Travel Documents and Destinations

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc.

Prior to booking international travel, we recommend that you review any Malaysia's Government's prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk.

You further agree that in connection with your activities, you will not permit the use of our services or website by anyone that resides or is staying in a country for which such use is prohibited under Malaysia regulations.

Passport, Visa and Immigration Requirements

It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

You are also required to carry a valid International Student I.D., and International Youth I.D. or an International Teacher I.D. card if you are traveling on a special student/youth/teacher ticket. It is your responsibility to verify this with our travel expert who is assisting you.



Visa Applications

We may, from time to time, assist a traveller to submit a visa application for a fee, but do not guarantee the outcome or approval of any such application. Different embassies or consulates require varying lengths of time to process visa applications and, accordingly, any traveller seeking our assistance to apply for a visa must check with us as soon as possible on the applicable visa requirements.

AIRFARE:

a. General Conditions Governing Air Transport

Airline tickets are highly restrictive, non-refundable, and non-transferable. Modification of passenger names, dates, times, routings, or departure/arrival airports is at the sole discretion of the airline and, if permitted, will likely be subject to a substantial change fee. Passenger is responsible for any such fees. With regard to the purchase of air tickets, AAA acts simply as an intermediary between you and the airline. Once you book a reservation, your credit card or debit card will be charged for the amount shown – regardless of whether or not the reservation is used. Credit will not be given for any unused airline tickets and cannot be used toward any future bookings.

All tickets will be issued for economy class unless otherwise specified. All travel will be round-trip unless otherwise specified. Seat assignments are subject to the airlines policies and may not be able to be made until you are at the airport on the day of departure. Airline tickets booked through AAA may not be eligible to earn frequent flyer miles. You agree to confirm all bookings with the airline prior to the stated date of departure (AAA recommends confirming 72 hours prior).

Direct flights may be “non-stop” or may involve one or more stop-overs (in the latter case this means the same flight by the airline, because the flight number remains the same). The same applies to connecting flights that may be subject to crew changes. When you reserve a scheduled or charter flight involving a stop-over in a town, and the second flight takes off from a different airport to the airport of arrival, ensure that you have sufficient time for reaching the second airport. The journey to the other airport is at your own expense. AAA will not be able to reimburse you for these costs, nor will it be liable if you miss the second flight.

AAA’s responsibilities in respect to air travel are limited by the relevant airline’s conditions of carriage. The airline fulfilling your contract for carriage may change from the airline mentioned by AAA. AAA is not able to specify the type of aircraft to be used by any airline. If an airline cancels or delays a flight, you must work directly with the airline to ensure you arrive at your destination on or ahead of time. AAA will not provide any refund for Trips missed, in part or full.

b. Prohibited Practices



You agree that you will not deviate from your booking by making any unscheduled stopovers. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the your actual point of origin of travel, or to a more distant point(s) than your actual destination being traveled even when the purchase and use of such tickets would produce a lower fare. This practice is known as “Hidden City Ticketing” or “Point Beyond Ticketing” and is prohibited. The purchase and use of round-trip tickets for the purpose of one-way travel only, known as “Throwaway Ticketing” is prohibited. The use two or more different tickets issued at round trip fares for the purpose of circumventing applicable rules (such as advance purchase/minimum stay requirements) commonly referred to as “Back-to-Back Ticketing” is prohibited.

Where a ticket is purchased and used in violation of these rules, AAA and the applicable air carrier have the right in their sole discretion to take all actions permitted by law, including but not limited to, the following:

- 1) Invalidate the ticket(s);
- 2) Cancel any remaining portion of your itinerary;
- 3) Confiscate any unused Flight Coupons;
- 4) Refuse to board you and to carry the your baggage;
- 5) Assess you for the actual value of the Ticket which shall be the difference between the lowest fare applicable to your actual itinerary and the fare actually paid;
- 6) Delete miles in your frequent flyer account and/or terminate your participation in the frequent flyer program;
- 7) Take legal action against you.

c. Loss of air tickets

You agree to safeguard your tickets and bear any and all costs related to loss of theft. If you lose your air ticket or if your ticket is stolen, WTA advises that you immediately report it to the police and to the airline.

d. Luggage

Each airline has its own policy regarding luggage. We recommend that you check with your airline ahead of time for any weight restrictions and additional charges relating to checked baggage. You will be responsible for paying to the airline any additional charges for checked or overweight baggage, including, but not limited to, golf bags and oversized luggage. If you exceed the weight limit set by your airline, and excess weight is permitted, you must pay a supplement directly to the airline at the airport.



The airline is liable to you for the baggage you entrust to it only for the compensation contemplated in the international conventions and relevant statutes. In the event of damage, late forwarding, theft or loss of luggage, you should contact the your airline and declare the damage, absence or loss of your personal effects before leaving the airport, and then submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. AAA strongly recommends that you obtain an insurance policy covering the value of your items.

e. Limitation of Liability for Air Transport

IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, YOU AGREE THAT WTA IS NOT LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO ANY AIRLINE TIMETABLE CHANGES, DELAYS, CANCELLATIONS, MISSED CONNECTIONS, MECHANICAL PROBLEMS, INCLEMENT WEATHER, SEATING REASSIGNMENTS, LOST/DELAYED BAGGAGE, SCREENING AND SECURITY DELAYS, REFUSED BOARDING OR FAILURE TO CHECK-IN PROPERLY.

