

1. Tour or Package Price Includes.

a) Where applicable, a return Economy flight ticket which is non-refundable and non-reroutable including airport taxes, fuel surcharges and other relevant charges imposed by relevant governmental authorities, unless specified otherwise.

b) Accommodation, land/water transportation/transfers, meals, entrance fees, tipping and other inclusion items are as specified in the official festive travels tour program under “Harga Pakej Termasuk”.

c) The inclusion items are subjected to the Terms and Conditions of the respective service providers, ground operators and the local authorities.

d) Seats allotment per group are subject to availability and first come first serve basis. Any additional seats request is subject to the airlines fare fluctuation and availability.

e) In the event of the airlines fuel surcharge or airport taxes increase due to economic reasons and/or the exchange rate exceeds the current rate published below, festive travels hold the rights to review and charge their customer with the difference of the tour price:

US Dollar	USD 1 = MYR 4.65
Euro	EUR 1 = MYR 5.10
UK Pound	GBP 1 = MYR 5.60
Swiss Franc	CHF 1 = MYR 5.20
Japanese Yen	JPY 100 = MYR 3.30
Chinese Yuan	CNY 1 = MYR 0.65
NZ Dollar	NZD 1 = MYR 2.80
Thai Baht	THB 1 = MYR 0.13

2. Tour or Package Price Excludes.

a) Exclusions from tour price varies from packages and products. These exclusions could be referred to the “Harga Pakej Tidak Termasuk” section of each program.

b) Festive travels also shall not be held liable for the items which is not being mentioned in the “Harga Pakej Termasuk”.

3. Child & Infant Policy.

a) A Child is classified as between the age of 2, and 11 years old and an Infant is classified as below the age of 2 years old at the point of both flight departure and return dates.

b) The Child will be charged accordingly as Child Twin or Child with Bed or Child No Bed, depending on the bed configuration which they will be staying.

c) In general, the classification age of the child and infant applies to most countries but however, where it differs, festive travels will notify our customer through its general publication or in the tour program itself.

d) The Infant will only be provided and charged for the air component or air fares plus relevant taxes, where applicable. No other services will be provided.

e) The air component or air fares varies from airlines to airlines; therefore, the infant fares will be quoted when requested.

4. Accommodation.

a) Accommodation is based on half Twin share for adults unless our customers specifically requested for Single or Triple occupancy.

b) Single supplement charge will apply for any single member traveling alone in a group. Where requested by traveller, Festive Travels will assist to couple the Tour Member but shall not be responsible if such arrangement is not possible.

Any cancellation of confirmed booking by Festive travels client resulted from the inability to pair the Tour Member, cancellation charges as stipulated in clause 8 of these terms will be enforced.

c) Child With Bed or Child No Bed will be sharing as a third person in a twin or double bedroom of 2 adults.

d) Where a child is sharing a room with 1 adult, such condition is deemed as the child price being calculated as a Child Twin sharing basis.

e) Child With Bed is based on either the extra bed may be an additional bed or a roll away bed as determined by the hotel in accordance to their policy which the Tour Member have agreed to concur.

f) Where the name of the hotel is indicated in the tour program, Festive Travels shall endeavour to use its best effort to secure the specified hotel unless for reasons of unavailability or security, an alternate hotel within the same classification shall be confirmed.

Festive Travels shall not be held liable for the change of hotel.

5. Request for Extension or/and Deviation.

a) Request for extension or/and deviation from the original planned flight or date of travel is subjected to the airlines' ticket restrictions, terms & conditions and the applicable charges or additional fares.

b) Travel Agent to ensure that such request is made and agreed prior to the confirmation of tour booking.

c) In the event the tour booking is made and deposits have been paid, the cancellation of the tour booking resulted from the failure to arrange the extension or/and deviation, the cancellation policy as per clause 8 of this Terms & Conditions shall apply.

d) Any extension or/and deviation arrangement shall be at the Tour Member's sole responsibility and Festive Travels shall not be held responsible for any caused, damages or additional costs incurred resulted from the extension or/and deviation arrangement.

6. Booking Fees.

a) In the event of the Travel Agent participates in travel fairs such as Matta Fair and/or any other events organized by Suka Travel or tourism bodies or the airlines or affiliates, a non-refundable Booking Fees will be collected during these events as schedule below:

Products	Package Price Per Person	Booking Fees Per Person
All Tours	Below RM3,000 Between RM3,000 – RM6,000 Above RM6,000	RM200 RM300 RM400
Cruise	TBA upon event	TBA upon event

b) The Booking Fees amount paid would be lessen from the amount due for Deposits.

c) The Booking Fees payment should be made to Festive Travels within 3 days upon confirmation, otherwise the booking will be auto cancelled by the system.

d) In the event the booking being cancelled by the client not in accordance of clause 8, the Booking Fees is forfeited.

7. Deposits & Full Payments.

a) Deposits and Full Payments are non-refundable; unless cancelled in accordance to the terms, schedule and period as per clause 8.

b) Deposits should be paid accordingly to deadline below, upon receiving the booking confirmation in the system and in accordance with the schedule below:

Package Prices	Deposits
Below RM3,000	RM500
Between RM3,000 – RM6,000	RM1,000
Above RM6,000	RM1,500

c) The Deposits amount paid would be lessen from the amount due for Full Payments.

d) Deposits payment deadline is within 30 days after the booking is confirmed in system, unless specified otherwise in the booking confirmation.

e) Full Payments deadline is minimum 45 days before departure unless specified otherwise in the booking confirmation.

f) For any booking being made within 45 days before departure, the Travel Agent requires to make the Full Payments within 5 days after the booking is confirmed.

8. Booking Cancellation, Cancellation Fees & Refunds.

a) Cancellation of tour booking could arise under the following circumstances:

i) By failure to abide to the stipulated Booking Fees, Deposits or Full Payments deadline imposed by Festive Travels as per clause 6 and 7 of this Terms and Conditions.

ii) By client after the Booking Fees, Deposits or Full Payments has been made.

b) Notice for the cancellation of Tour Booking by client must be made in writing or email to avoid any miscommunication. The date where the notice is received by Festive Travels will be the basis for the calculation of penalty charges.

c) Where refund is eligible, the processing period by Festive Travels will be within 60 days from the date of the refund request.

d) All deposits and full payments made are non-refundable beyond the cancellation period. Exceptions are as follows:

i) Death – accompanied with the death certificate.

ii) Hospitalized or medical reasons – accompanied with the letter from hospital (letter from general practitioners are not acceptable)

e) Exceptions as per clause 8 (d) is subjected to the sole approval from Festive Travels which highly dependent on the airlines and relevant suppliers' discretion, and such refund, if approved, may differ from the amount client has paid.

Cancellation Charges / Fees

Period Prior to Departure	Cancellation Charges
61 days or more	Refund of Deposits less Admin Charges
45 – 60 days	Forfeiture of Deposits
21 – 44 days	50% of the tour price
15 – 20 days	75% of the tour price
Below 15 days	100% of the tour price

f) In the event if the cancellation is made more than 60 days before the departure date, the deposit will be refunded less the stipulated administrative charges as the schedule below:

Deposits Collected	Admin Charges	Refund Amount
RM500	RM250	RM250
RM1,000	RM500	RM500
RM1,500	RM750	RM750

g) Refunds will be made in 30 days after the appeal for refund being approved by Festive Travels administrative.

h) An additional 2% administrative charge will be imposed for all credit card refunds.

9. Payments to Festive Travels

a) All payments to Festive Travels should be made via online transfers, cash bank in or cross cheque bank in to below account details only:

Account Name: Festive Travels sdn bhd

Bank: Affin Bank Berhad

Account Number: 100480074378

b) Festive Travels will never hire or appoint the staff or any representative for the company to collect or accept any cash payment from Travel Agent. All cash payment should be made directly into the Festive Travel's bank account.

10. Flight Timings and On Time Performance.

a) Flight timings and schedules are not guaranteed and do not form part of the contract. All flight schedules are subject to change or cancellation by the airlines or regulatory body of the country.

Festive Travels shall use its best effort to rearrange the tour or flight, enabling the Tour Member to proceed with the tour.

b) Pursuance to item 10 (a), Festive Travels shall not be held liable or responsible for any cancellation or additional charges resulted from such change or cancellation of the flight schedule by the airline or regulatory body.

11. Group Buy-up.

a) A Group Buy-up is defined as a situation where a travel agent purchases all the seats in a series departure group. Partial or half-group seat purchases are NOT considered as group buy-ups.

b) The payment terms for booking fees, deposits, full payments, and/or name list submission might be different from our standard series group terms and conditions. The terms for the Group Buy-up will be stated in the confirmation sent by our Reservation team.

c) A Group Buy-up is subject to the minimum number of passengers required to depart, set by Festive Travels, and subject to the materialisation rate (MR) required by the airlines as stated in the confirmation email.

d) Failure to fulfil the group materialisation rate (MR) will result in a penalty, and the penalty amount will be subject to Festive Travels terms with the airlines.

12. Cancellation of Group Tours.

a) Cancellation of the entire series or ad hoc group tours are possible by either Festive Travels and/or the Travel Agent. Details that encompass such cancellation are as follows:

i) Force majeure – Act of God, War, Pandemic.

ii) Strike, riot, civil war or coup.

iii) Insufficient number of passengers to form a minimum group size of 20.

b) Further to clause 12 (a) (i) and (ii), it is agreed that the cancellation of series or ad hoc groups will be dependent on the official travel restriction announcement or notice issued by the Malaysian Ministry of Foreign Affairs (herein referred to as “Wisma Putra”).

13. Travelers Responsibility.

a) Passport

i) Traveler is responsible to possess a valid international passport with a minimum validity of 6 months from the date of return.

ii) The main page of the passport must be emailed or faxed to Festive Travels upon receiving the Tour Confirmation enabling Festive Travels to ensure accuracy of information when creating the flight reservations, issuance of tickets and other tour related documents including visa.

iii) It is hereby agreed that Festive Travels shall not be held responsible or liable for any loss of passport due to any reason whatsoever including but not limited to negligence on the part of Festive Travels, its employees, agents and servants.

b) Visa

i) Travel Agent is responsible to process and apply their own Tour Member's visa. Where visa fees are included in the tour price.

ii) The visa fee exchange rate will be based on USD1 = MYR4.65. Whenever the exchange rate exceeds this value, the Travel Agent will have to bear the difference for the visa application fee.

iii) Where the visa application is rejected or delayed approval by the foreign mission (which could result the Tour Member missed the trip), Festive Travels shall not be held

liable or responsible for any refund over the tour price paid.

c) Travel Insurance

i) Festive Travels does not provide any travel insurance coverage to the Tour Members in any of the series and ad hoc group tour, unless specified otherwise in the tour program.

ii) Festive Travels strongly advise travelers to purchase travel insurance coverage before their trip.

iii) Travel insurance is mandatory as advised by the Malaysian Travel & Tour Association (MATTA). For the purpose of indemnification, in the event of the Tour Members already have insurance coverage or refuses to purchase travel insurance;

Tour Members are required to sign a disclaimer statement to indemnify Festive Travels for any unfortunate circumstances that may arise while on tour. Such indemnity form will be provided by our Agent Support department for Tour Members completion prior to the departure of the tour.

iv) Tour Member may be denied travel in the event such Indemnity Form is not signed and returned to Festive Travels prior to the departure. Where such denied travel occurs, Festive Travels is not liable to any refund or change of travel.

14. Festive Travel's Rights & Responsibilities.

a) Festive Travels and/or its associated agents act only as an agent for the transportation companies, hotel contractors and other principles. tickets, vouchers and documents issued are subject to their terms and conditions under which the services are provided.

b) Tour Members participating in any tour shall be at their own risk. Festive Travels and/or its associated agents and tour operators shall not be held liable to any person, as a result of any of the followings:

i) Inaccuracy, miss description or changes to any tour and its itinerary.

ii) Expenses due to delays or changes in transport services, sickness, weather, pandemic, strikes, war, quarantine, travel restriction or other causes.

iii) Any damage, loss of baggage(s) or other personal effects or accidents.

iv) Deportation or refusal of entry of Tour Members by immigration authorities due to possession of unlawful items or holding improper travel documents or any other causes which are considered as subversive by the local and foreign government concerned.

c) Where situation of clause 14 (b) occurs, festive Travels will assist to provide all the necessary documents needed for travel insurance claim and assist to submit if the travel insurance is included in the tour price.

d) Difficult and uncooperative Tour Member(s) whose act and conduct are unreasonable and detrimental to the enjoyment, interest, well-being and safety of the other Tour Members and the smooth-running of the tour in general will be dealt with by the Tour Manager/Leader.

The Tour Manager/Leader may use his/her discretion and request the difficult Tour Member(s) to leave the tour group and The Tour Manager's decision is final and conclusive. Festive Travels will not refund any uncompleted tour or part of the tour resulted from such dismissal.

15. Tour Manager/Leader Definition, Selection and Criteria.

a) The definitions of a Festive Travel's Tour Manager/Leader as below:

i) A person who is being selected and appointed by Festive Travels to lead the company series or ad hoc group tours and being the representative of the Suka brand during the whole trip.

ii) The tour manager/leader is the person who is responsible to execute all the arrangements made by the Operation Department or other Festive tour related department as stated in the Operation List or other official documents from Festive Travels.

iii) The tour manager/leader is also the person to communicate with the company or the ground handler regarding any issues or problems that occur which (might) effected the group movements or the tour itinerary.

b) Festive Travels will appoint a Tour Manager/Leader that meets below criteria:

i) A person, either Festive Travels own staff or a Travel Agent's staff or a registered to Matta freelance Tour Leader.

ii) A person who has attended and completed Tour Leader Course.

iii) A person who is 21 years old and above and hold a valid Malaysia passport.

iv) A person who has no criminal record or under court legislation or under insolvency or declared bankrupt. The person also needs to declare his/her white status from the Malaysia Immigration Department upon appointment to every tour group.

c) Festive Travels has the sole right to appoint the tour leader/manager for a series group tour, however an exception will only be given if:

i) The Travel Agent booked (buy up) the whole seats of a series group tour.

ii) However, the tour leader selected must meet Clause 15 (b) (iv) while Clause 15 (b) (ii) is compulsory for below countries/regions:

Europe: UK, Central, Western, Eastern, Southern, Baltic, Scandinavia and Russia.

Middle East: Baitulmaqdis. Rest of the World: North an

d) The Travel Agent has the sole right to select their own tour leader for their own ad hoc group tour as long as the selected tour manager/leader meets the Clause 15 (b) (iv).

16. Usage of Group Image, Photo and Video.

a) Festive Travels during the group tours may take some photos, individual or group basis and/or produce video recordings, herein after referred to as “Marketing Materials” for the purpose of the followings but not limited to:

i) Festive Travels websites.

ii) Booklets, magazines or flyers

iii) social media including Facebook, Instagram, YouTube and Tik Tok.

iv) Mass media including TV or radio programs and/or advertisements.

v) Printed or electronic billboard advertisements.

vi) Trade fairs or events printed or electronic materials.

b) The participated Travel Agents in a group tour have the rights to use the group’s photos or video recordings as their Marketing Materials.