

## Tour Terms & Conditions

The terms & conditions of your travel booking with El Vizion Travel Pte Ltd (the 'Company') are as set out below. You (the 'Customer') are deemed to have read, understood and accepted the following terms.

### (A) Booking Deposit and Balance Payment

The Customer is required to pay a non-refundable booking deposit as stated in the tour package to book the tour. Payment of the booking deposit does not constitute confirmation of the tour. All group tours are subjected to a minimum group size (as determined by the Company) in order for the confirmation to be effected and for the departure to be finalized. Full payment of the tour fare is required latest by the tour balance collection due date as stated on the tour package. If full payment of the tour fare is not received by the Company on the balance collection due date, the Company reserves the right to forfeit the booking deposit and to cancel the booking. In such an event, the Customer has to pay a cancellation fee as set out in **Clause B "Cancellation by the Customer"**.

### (B) Cancellation by the Customer

The Customer is allowed to cancel the booking by giving the Company written notice, at any time prior to the departure date. However, the Customer will be required to pay a cancellation fee which is computed based on the length of notice period prior to the departure date. The cancellation fee as well as the corresponding refund component is set out below.

Number of days between departure date and (i) cancellation by non-payment of tour fare and/or cancellation by the Company; and/or (ii) the Company's receipt of Customer's cancellation notice in writing; whichever shall be applicable	Cancellation fee per registrant	Refund per registrant
(a) 35 days or more	50% of tour fare	50% of tour fare
(b) 34 days to 14 days	75% of tour fare	25% of tour fare
(c) 13 days or less	Full tour fare	-
(d) No show	Full tour fare	-

### (C) Cancellation by the Company

Please note that the Company is acting as an agent for services rendered. Even after the booking deposit or full payment of the tour fare has been made, all arrangements are still subject to final confirmation by the Company. If any arrangement cannot be finalized and the booking has to be cancelled, the Company will endeavor to notify the Customer as soon as possible before the departure date. At times, the Company may decide to cancel an entire tour due to low subscription for a group tour. In such circumstances, the Company may, if it so chooses, recommend alternative tours either to the same destination or other tours. Please note that surcharges may apply on a case by case basis and the Customer will be advised accordingly. Should the Customer decide not to accept the alternatives, refund will be made accordingly by the Company and without any further obligations on the part of the Company. The Company shall not be held liable for any costs (including any contingent costs) incurred by the Customer arising from such cancellation. The Customer shall be paid the refund cheque within 4 to 6 weeks upon the Company notifying the Customer of the tour cancellation. The Company shall not be liable for any claims, losses, damages or costs, howsoever arising, sustained by the Customer arising from such cancellation.

### (D) Refund Policy – Unused Portion of Tour

No refund will be made with respect to accommodation, meals, sightseeing tours or any other services included in the tour fare but not utilized by the Customer, either in part or full, or where the Customer amends, cancels or otherwise varies arrangements as stated in the tour package.

### (E) Amendment Policy and Amendment Fee

Amendment refers to any change to the original booking such as change of name, change of flight itinerary and / or change of accommodation. Please ensure that the name of passenger given must be with accordance with the name in the travelling passport. Failure to do so will incur an amendment fee as specified below.

#### Amendment by the Customer

Any change made by the Customer to the existing booking must be in writing and an amendment fee of SGD 70.00 per registrant will apply. The following additional fees shall also apply:

- For any re-issuance of air ticket, a minimum administrative fee of SGD 70.00 per air ticket (which shall be in addition to any airline charges) will apply.
- For any change to the departure date or the tour type, a cancellation fee as stated under **Clause B "Cancellation by the Customer"** will apply.
- (Upon air ticket issuance, any change made to name of the Customer will be treated as cancellation of the tour, a cancellation fee as stated under **Clause B "Cancellation by the Customer"** will apply.

The Company will revert to the Customer within 14 working days upon receiving written notice of the request for amendment.

#### Amendment to Tour Itinerary by the Company

The Company makes reasonable efforts to avoid changes to your itinerary. However, the Company reserves the right to make the necessary changes at any time due to unforeseen circumstances, especially during peak seasons.

### (F) Travel Documents and Travel Insurance

#### Passport and Other Travel Documents

It is the Customer's sole responsibility to ensure that he / she has a valid passport with minimum 6 months' validity from the date of the last departure point as well as the necessary visas, vaccinations, health certificates and all necessary travel documents as required by the various government authorities of the country(ies) to be visited (e.g. exit permit, work permit, social visitor pass etc.).

#### Visa

Different embassies / consulates require varying lengths of time to process visa applications. For non-Singapore passport holders, please request the Company to check on visa requirements. The Company renders assistance in visa applications wherever possible. The Company cannot, however, guarantee the approval of such visa applications. This service is subject to (auxiliary) charges. Please check with the Company on the charges. The Company will not be responsible for any expense, reimbursement or refund of the tour fare if the Customer is deported or refused entry by immigration authorities on the tour for whatever reasons, including improper travel documents, quarantine, custom regulations, possession of unlawful items or irregularities that may cause harm / damage to person and property.

#### Travel Insurance

Purchase of travel insurance is strongly recommended with respect to unforeseen circumstances such as trip cancellation, personal baggage loss, personal accident, injury or illness. Under no circumstances shall the Company be construed as a carrier under contract for safe carriage of the Customer or his / her baggage / belongings. The Company will be pleased to assist in the enquiries of any travel insurance and related matters wherever possible.

To be continued on next page



# El Vizion Travel Pte Ltd

## (G) General Matters

### Accommodation

Accommodation is as specified in the tour package / brochure / itinerary / booking form. Accommodation for adults is based on twin-sharing, double or triple-sharing bedrooms at the nominated or similar standard hotels. When booking triple-sharing rooms, please note that the third bed will be a "roll-away" bed. Single room occupancy is at additional cost.

### Baggage

The Customer is allowed check-in baggage not exceeding 20 kilograms. Only one piece of hand luggage not exceeding 7 kilograms is allowed on board the aircraft. Excess baggage must be paid locally by the Customer.

### Meals

Meals are as indicated in the tour package / brochure / itinerary / booking form. If meals on board flight are not served due to whatever reasons, there shall be no refund or replacement.

### Special Requests

If there is any special request regarding special meals, dietary requirements, adjoining rooms etc., please inform the Company upon booking. Such requests are subject to availability and confirmation.

## (H) Extension of tour and Deviation from tour itinerary

Extension / deviation of stay may be permitted at end of the tour, subject to maximum validity and restriction of air ticket, seat confirmation and availability of accommodation prior to commencement of the tour. When extension / deviation of stay cannot be confirmed, the Customer is deemed to be taking the original tour schedule. All extra costs incurred to process the extension, e.g. administrative fees shall be borne by the Customer. Please note that extension / deviation of stay will be at the Customer's own expense and transfers to and from the airport will not be provided. Any alteration of the routing or the date by the Customer is solely at the Customer's own risk. The Company and its associated agents shall not be held responsible for any inconvenience caused and extra expense incurred. No refund will be made for any unused air ticket, accommodation, meals or sightseeing, in part or in full.

## (I) Responsibilities and Disclaimers

The Company assumes no responsibility for any injury, damage, accident, loss, delay or irregularity that may be caused to person or property during the tour. The Company is an agent for service providers including airlines, transport companies and local land operators and is not liable for changes made by these service providers but will render assistance wherever possible. All tickets, coupons and orders are furnished and issued, subject in every respect to those terms and conditions under which the means of transportation or other services provided thereby are offered or supplied by owners, operators, managing agents or agents of public carriers. Subject to applicable laws, the Company will not be responsible or liable (for damages, refunds or otherwise) for:

- Mechanical breakdown (except where it is due to negligence on the part of the Company or its agents), government actions, weather, acts of God, strikes, compulsory quarantine or other circumstances beyond its control.
- Failure of the Customer to obtain required documentation (e.g. health certificates, visas, passports etc.)
- Failure of the Customer to follow reasonable instructions including but not limited to check-in and check-out places and times. The Company reserves the right to withdraw any itinerary or any booking made, or decline or refuse the Customer as a member of the tour, if it appears to the Company that the Customer is likely to endanger the health or safety, or impair the comfort and enjoyment of others on the tour. In any of the foregoing events, the Company's sole liability shall be limited to refund on tour fare paid. The Company reserves the right to take photographs and films of the Customer while on tour with the Company to be used for its brochures, advertising or publicity materials.

## (J) Personal Data

The Company shall comply with its statutory obligations regarding the Customer's personal data. The Company may use the Customer's personal data for several purposes including, to complete the booking, to facilitate the smooth delivery of services and to comply with applicable legal and regulatory obligations. The Customer's personal data is generally kept confidential but the Customer consents and authorizes the Company to provide or disclose the Customer's personal data to persons including, any person to whom the Company is compelled or required to do so under applicable legal and regulatory obligations, any person where public interest or the Company's interest requires disclosure and any subcontractor or third party service or product provider as the Company may determine to be necessary or appropriate. When the Customer gives the Company personal data about a third party (for example, the Customer's spouse or children), the Customer confirms that they have appointed the Company to act for them, to consent to the Company's use of their personal data. Without prejudice to any of the other provisions set out herein, the Customer has the right to request for a copy of the personal data which the Company holds on the Customer for the purposes of changing or updating the Customer's personal data and the Customer may request for changes to be made to the Customer's personal data. All changes or updates to the Customer's personal data should be substantiated by the relevant supporting documents. All written requests for access, changes or updates to the Customer's personal data or information regarding the Company's policies and procedures regarding personal data, are handled by the Manager of the Company

## (K) Severability

Each of the provisions herein is severable and distinct from the other and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## (L) Contracts (Rights of Third Parties) Act

Save as expressly set out herein, a person who is neither the Company nor the Customer shall have no right under the Contracts (Rights of Third Parties) Act (Cap.53B) to enforce any of its terms.

## (M) Governing Law and Jurisdiction

The terms and conditions set out herein shall be governed by and construed in accordance with the laws of Singapore. The Company and the Customer hereby irrevocably submit to the exclusive jurisdiction of the Singapore courts to settle any disputes which may arise out of or in connection with these terms and conditions.

\*\*\*\*\*

**The End**