Series Tour Packages Terms & Conditions

(Booking Conditions and General Information) Updated 29 Aug 2024



IMPORTANT: -

Please read these booking conditions carefully. Payment of a deposit is acceptance and understanding of these conditions.

Please note that all pricing is subject to availability at the time of booking, and may be subject to special event surcharges. Final price will be confirmed with the initial booking confirmation.

FOR OUTBOUND TOUR PACKAGES

Fare and Prices

You acknowledge and agree that your credit card will be charged by Golden Destinations (by ICE Holidays Sdn. Bhd.) which made at travelb2b.my.

Tour Deposit

Deposit must be paid upon reservation. The Company does not recognize any tour booking form and exchange order as confirmation of tours and bookings. Payment of deposit does not constitute confirmation of the tour. All groups size in order to depart (as determine by the Company), in order for the confirmation to be affected and for the departure to be finalized. Deposit paid to ICE Holidays per pax accordingly (Except departure less than 40 Days).

GD SERIES BOOKING

DEPOSIT FOR TRAVEL FAIRS

TOUR PACKAGES	DEPOSIT SUM TO BE COLLECTED BY AGENT FROM END-CUSTOMER	FULL PAYMENT DUE DATE
ASEAN	RM 800/pax	
Mainland China	RM 1,500/pax	
Mainland China (MH-Beijing/Shanghai/Xiamen) (CZ/MF/CA/TR) (OD – Zhangjiajie)	RM 2,000/pax	
Exotic	RM 1,500/pax	
Exotic South America	RM 3,000/pax	40 days before
Western	RM 1,500/pax	departure
Western Iceland & Scandinavia	RM 4,500/pax	
East Asia Korea, Japan, Hong Kong, Taiwan, Macao	RM 1,500/pax	
East Asia (MH – Japan & Korea)	RM 2,500/pax	
Australia New Zealand	RM 1,500/pax	

THE SIGNATURE TOURS AND GD IN-DEPTH BOOKING

TOUR PACKAGES	DEPOSIT SUM TO BE COLLECTED BY AGENT FROM END-CUSTOMER	FULL PAYMENT DUE DATE
The Signature Tours (Asia)	RM 2,500/pax	
The Signature Tours (Western & Exotic)	RM 2,500/pax	45 days before departure
The Signature Tours (Africa & America)	RM 2,500/pax	
GD In-Depth Series	RM 2,500/pax	

FS HOLIDAYS SERIES BOOKING

TOUR PACKAGES	DEPOSIT SUM TO BE COLLECTED BY AGENT FROM END-CUSTOMER	FULL PAYMENT DUE DATE
ASEAN	RM 1,000/pax	
Asia	RM 1,500/pax	40 days before departure
Exotic	RM 1,500/pax	
Western	RM 1,500/pax	

FLY CRUISE BOOKING

CRUISES	DEPOSIT SUM TO BE COLLECTED BY AGENT FROM END-CUSTOMER	FULL PAYMENT DUE DATE
Fly-Cruise Price above RM 10k	RM 7,000/pax	
Fly Cruise Price below RM 10k	RM 5,000/pax	90 days before departure
Royal Caribbean International Asia & Japan	RM 5,000/pax	
Resorts World One	Full Payment	60 days before departure

REGIONAL CABIN BOOKING

CRUISES	DEPOSIT SUM TO BE COLLECTED BY AGENT FROM END-CUSTOMER	FULL PAYMENT DUE DATE
Royal Caribbean - Spectrum of the Sea & Anthem of the Sea	50% of Total Fare	90 days before departure
Resorts World Cruise - Genting Dream	50% of Total Fare	60 days before departure

GROUND ARRANGEMENT/ FIT BOOKING

GROUND ARRANGEMENT / FIT	DEPOSIT SUM TO BE COLLECTED BY AGENT FROM END-CUSTOMER	FULL PAYMENT DUE DATE
Asia Pacific	RM 400/pax	
G-Trip Western & Exotic	RM 1,500/pax	30 days before departure

Tour Cancellation by ICE HOLIDAYS

** ICE HOLIDAYS reserves the right to cancel any tour package for whatsoever reasons including events due to Act of God, war strike, riot, outbreak of disease, epidemic, pandemic or Order from Malaysia Government as the tour package may include services of third-party service provider(s) which is not controlled by ICE HOLIDAYS. In such event, ICE HOLIDAYS shall endeavor to notify you as soon as the tour has to be changed, varied or cancelled whereupon Agents are required to recommend to end-customers alternative products offered by ICE HOLIDAYS. However, please note that additional charges may apply for such alternative products which ICE HOLIDAYS will advise accordingly. If you or the end-customer decides not to accept any alternative tour package offered, ICE HOLIDAYS will fully refund all payments received from you, free of interest; or if you or the end-customer decides to accept the alternative tour package offered and such alternative package accepted is of a lesser value than the original tour package that cannot be fulfilled, ICE HOLIDAYS will refund to you the difference in value, free of interest. **

Tour Cancellation By End-Customer/ Refunds

If you need to cancel or amend the booking, kindly contact the travel agent that you made the booking with. A cancellation fee, as set out in the table below, is payable upon cancellation of a booking. You shall be further liable to bear any non-refundable airport taxes and miscellaneous charges imposed by the relevant service provider(s) such as airline(s).

CANCELLATION CHARGES

SERIES TOUR PACKAGES

CANCELLATION PERIOD	CANCELLATION CHARGE
60 days or more before departure	RM 300/pax or 10% of the tour fare (whichever is higher)
41 – 59 days before departure	100% of tour deposit
36 – 40 days before departure	40% of tour fare
30 – 35 days before departure	60% of tour fare
29 days or lesser before departure	100% of tour fare

FLY CRUISE SERIES

CANCELLATION PERIOD	CANCELLATION CHARGE
100 days or more before departure	50% of full deposit
67 – 99 days before departure	30% of total fare or 100% deposit (whichever is higher) + RM 50 administrative charge
39 – 66 days before departure	50% of total fare + RM 50 administrative charge
25 – 38 days before departure	75% of total fare + RM 50 administrative charge
24 days or lesser before departure	100% of tour fare + RM 50 administrative charge

Flight timing and schedules

Flight timing and schedules are not guaranteed and do not form part of the contract. They are subject to change at the insistence of the Aviation of Government Authorities for the tour member's safety, security and other reasons. Neither ICE HOLIDAYS or the airline concerned will accept liability for reasons of flight cancellations, delays or diversions that is not within its control.

Extension / Deviation

Extension of stay is subject to airline ticket restriction, terms & conditions and applicable surcharges, and availability of accommodation. Any extension or deviation of stay will be at the tour member's own expense and separate transfers to and from the airport will not be provided. All extra costs (including a reasonable administrative fee, determined by ICE HOLIDAYS in its sole discretion) incurred to process the request for an extension or deviation will also be borne by the tour member. Please consult our sales or tour operation support for further information.

<u>Baggage</u>

Each passenger is entitled to check in one baggage not exceeding twenty (20) Kilograms and one (1) hand-carried bag not exceeding seven (7) kilograms and/or subject to individual airline's baggage allowance. Excess baggage charge must be paid by the passenger upon check-in. We will not be responsible for the loss, damage or theft of any item(s) belonging to a tour member throughout the duration of the tour.

Seat Rotation

For the convenience of all members of a tour group, passengers may be requested to rotate seating arrangement on the coach or other mode of transportation for the duration of the tour.

Accommodation

Accommodation is as provided in the tour brochure/ itinerary/ booking form. In the event the booked or requested accommodation is not available, an alternative accommodation of similar standard will be arranged as much as possible (price may vary accordingly). All adult accommodation is based on twin sharing basis. A "rollaway" bed will be added for triple sharing rooms that not built in three beds originally. All triple sharing rooms are on request only basis as some hotels and accommodations do not have triple sharing rooms. Single room occupancy is an additional cost borne by the tour member.

Unused services

No refunds, either in part or full, is applicable for any unused tickets, ground transportation, meals and accommodation or sightseeing tours not utilized.

Minimum Tour Group Size

ICE HOLIDAYS reserves the right to cancel or withdraw at any time bookings made by or on behalf of tour members prior to departure. All groups departure is subject to a minimum group size of 9 paying adults (Asia & Asean Tour Packages), 15 paying adults (USA / Europe / Exotic /Japan / New Zealand / China – Tibet/ China - Xinjiang Packages) in order for the confirmation to be affected and for the departure to be finalized. The decision of ICE HOLIDAYS shall be final and conclusive and no liabilities whatsoever shall be incurred by ICE HOLIDAYS for such cancellation. All monies paid towards booking fees (Except visa fee) shall be refunded.

Passport Validity and Status

It is the tour member's responsibility to ensure that they have a valid passport with at least 6 months validity from the date of departure, and their passport is not blacklisted by authorities that will avert the tour member from leaving the country.

Visa Application

All Tour Members are encouraged to process their own visa. Assistance for submission of visa application is offered by ICE HOLIDAYS but ICE HOLIDAYS does not guarantee approval of any visa application. ICE HOLIDAYS cannot be held liable for any loss of passport due to any reason whatsoever including without limitations, negligence on the part of our employees, agents and servants.

<u>Risk</u>

Every Person participating in any tour or holiday organized by ICE HOLIDAYS and /or its associated agents shall be at his / her own risk. ICE HOLIDAYS and/or its associated agents shall not be held liable to any person as a result of the following:

- 1. Inaccuracy, misdescription or changes to any tour and its itinerary;
- 2. Additional expenses due to delays or changes in any transport services, sickness, weather, strikes, war, quarantine or other causes;
- 3. Extension of stay-flight arrangements that cannot be confirmed;
- 4. Any damage or loss baggage or other personal effects or accidents, it is the responsibility of the tour members to claim insurance;
- 5. 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. Tour members are required to sign a Letter of Undertaking.

ICE HOLIDAYS's Rights and Responsibilities

ICE HOLIDAYS and/or its associated agents act only as agent for the transportation companies, hotel contractors and other principles. Tickets, vouchers and documents are issued subject to those terms and conditions under which the services are provided. ICE HOLIDAYS has no control over, and assumes no responsibility for, the services, changes, acts or omissions of any such third party service provider(s) in respect of the tour offered by ICE HOLIDAYS.

ICE HOLIDAYS shall not be responsible of liabilities which occurred beyond its control, including but not limited to, errors or damage caused by third party providers, airlines, cruise companies, flight/cruise availability and schedules, any costs incurred by tour member (eg. taxes, penalties, difference in currency exchange rates etc). Additionally, ICE HOLIDAYS also does not hold liability for damages incurred by third parties. In no event shall we be liable for any punitive, special, indirect or consequential loss or damage, including loss of profit, revenue or loss of or damage to goodwill or reputation.

Group Packages

For Group packages, ICE HOLIDAYS will only provide the services of an accompanying Tour Manager/Tour Leader for a group of 15 adult passengers and/or subject to individual tour packages size.

Difficult and uncooperative tour members 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/Tour Leader. The Tour Manager/Tour Leader may require the difficult Tour Members to leave the tour and his/her decision in this respect is final and conclusive. ICE HOLIDAYS will not refund any tour uncompleted part of the tour due to compulsory removal of such tour member.

ICE HOLIDAYS 's tour package(s) and personnel shall NOT be required to cater and/or provide for the needs and/or requirements of disabled/ handicapped individuals (including and not limited to individuals with sight, speech, hearing and mobility disabilities) and for the needs and/or requirements of individuals suffering from any and all medical conditions. Such passengers/ tour members should only participate in our tour packages with a physically well companion who will be responsible for his/her well-being during the tour. ICE HOLIDAYS shall not be responsible for the above concerns in any manner whatsoever and further not liable to any missed activities due to the tour member's inability to participate in such activities.

Tour member must ensure he/she is medically and physically fit for travel. At the time of booking, tour members are required to disclose any physical, medical or other special needs that require special attention. If such information is not disclosed, ICE HOLIDAYS reserves the right to refuse to allow a tour member to participate/continue with the tour(s), and no refund shall be made by ICE HOLIDAYS in such event.

Tour member who is pregnant must ensure that they have a doctor's certification that they are fit for travel. Notwithstanding, pregnant tour member's participations are also subject to the company policy of third party providers, such as airlines or cruise companies, which have the sole discretion to limit participations. Where participations is restricted in such event, no refund shall be made by ICE HOLIDAYS.

Transfer Service: For Group packages, deviation passengers are entitled to the scheduled transfer service of group departure flights on the last day of the tour, provided requests or arrangements are made before the tour departs. Separate transfers can be arranged at additional costs whenever possible. Transfer given is not refundable and no changes can be made after tour departs. Only passengers who purchase FULL TOUR will be given airport/hotel/ airport transfers and NOT passengers who only purchase GROUND ARRANGEMENT.

Amendment to tour itinerary by ICE HOLIDAYS: Information in the brochure/flyer is correct to the best of ICE HOLIDAYS's knowledge at the time of print. ICE HOLIDAYS makes reasonable effort to avoid changes in the itinerary. However, ICE HOLIDAYS reserves the right to make minor changes at any time due to unforeseen circumstances, especially during peak periods or in the event of a force majeure. ICE HOLIDAYS cannot guarantee that any item or amenity mentioned will always be available, especially where ICE HOLIDAYS has no direct control over it.

In the event of any inconsistency between the English version and the Chinese translation of these terms and conditions, the English version shall prevail.

This Agreement shall be governed and construed in accordance with the laws of Malaysia, without regard to the conflicts of law rules of such jurisdiction. In the event of any dispute of arising under this Agreement, ICE HOLIDAYS's decision shall be final and binding on both parties. Notwithstanding the place or country in which a course of action arises, it is expressly agreed hereto that all course of actions shall at all times be commenced within the jurisdiction and territory of Malaysia.

Personal Data Protection

Once a booking is placed with ICE HOLIDAYS, ICE HOLIDAYS will collect and use Personal Data in accordance with ICE HOLIDAYS's Privacy Policy which contains information about how ICE HOLIDAYS handles and safeguards Personal Data, the data subject's rights to request access to and correction of Personal Data and to withdraw the consent given to ICE HOLIDAYS.

Indemnity

You agree to indemnify, defend and hold ICE HOLIDAYS and any of its directors, agents and employees harmless from and against any threatened or actual claims, actions, suits and demands and any resulting losses, liabilities, costs and expenses, including but not limited to attorneys' fees on solicitor-client basis, which arise in connection with or are related to (a) your breach of this Agreement, (b) your negligence or misconduct, or (c) your violation of any applicable laws.

Waiver

ICE HOLIDAYS's failure or delay to exercise a power or right in this Agreement does not operate as a waiver of that power or right. The exercise of a power or right by ICE HOLIDAYS does not preclude either its exercise in the future or the exercise of any other power or right. The waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

Amendment

This Agreement may be modified, amended or substituted from time to time by written notice to the Agent and such modification, amendment or substitution shall be binding on both parties from the date of the said notice.

Notices

All notices to be given hereunder shall be transmitted in writing either by registered mail and/or email and shall be sent to the correspondence addresses and/or email addresses as provided to the other party, unless notification of change of the details is given in writing.

Assignment

You shall not assign any or all of its rights or obligations under this Agreement without the written consent of ICE HOLIDAYS. ICE HOLIDAYS is entitled at any time to assign to any other party all or any part of a debt and/or ICE HOLIDAYS's rights and/or obligations pursuant to this Agreement.

Third party rights

This Agreement is entered into between ICE HOLIDAYS and you. No other third party has any rights to enforce any of the terms under this Agreement.

Unenforceable provision

If a provision in this Agreement is wholly or partly invalid or unenforceable, the provision or the part of it that is invalid or unenforceable must, to that extent, be treated as deleted from this Agreement. This does not affect the validity or enforceability of the remaining provisions.

Survival of provision

All disclaimers, indemnities and exclusions in this Agreement shall survive the termination of this Agreement.

Entire Agreement

The Agreement shall constitute the entire agreement and supersede and extinguish all prior agreements and understandings between ICE HOLIDAYS and you. In the event of any inconsistency between this Agreement and any booking submitted by you or any other arrangement between ICE HOLIDAYS and you, the terms and conditions of this Agreement shall prevail unless otherwise agreed in writing by the parties.

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