

Terms & Conditions (Private Tours)

By your (“customer”, “traveller”, “you” or “your”) making of a reservation for a private tour identified at <https://ccktravel.com/private-tours> (“Private Tour(s)”) with Chan Chee Kheong & Brothers Travel Sdn. Bhd (“Company”, “us”, “we” or “our”), you are deemed to have read, understood and accepted the Terms and Conditions herein below.

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- 1. GENERAL MATTERS RELATING TO PRIVATE TOUR**

1.1. The details of your Private Tour will be set out in the applicable tour itinerary (the “**Itinerary**”). Upon us issuing the Itinerary to you, the Itinerary shall be deemed to form part of these Terms and Conditions, except where otherwise specifically stated in the Itinerary. If there is any inconsistency between the terms of the Itinerary and these Terms and Conditions, the terms of these Terms and Conditions shall prevail.

1.2. Any fees and/or expenses which are not expressly referred to in any or all of the following documents shall not be included in the price of the Private Tour, and such fees and/or expenses shall be chargeable to and fully payable by you directly:

- 1.2.1. The Itinerary;
- 1.2.2. These Terms and Conditions; and/or
- 1.2.3. The Pax Statement.

1.3. Without prejudice to the generality of Clause 1.2, the price of the Private Tour set out in the Pax Statement shall not include the following, all of which shall be, if applicable, chargeable to and fully payable by you directly:

- 1.3.1. Airport taxes, airport security taxes, airline insurance surcharges, fuel taxes, visa fees, costs of travel insurance, customs user fees, and other service or miscellaneous fees which may be chargeable by the airlines and airport authorities;
- 1.3.2. Fees for laundry services, excess baggage charges, beverages, room service, and other miscellaneous fees which may be chargeable by hoteliers;

- 1.3.3. Gratuities to drivers, tour leaders and/or local guides, and tips to hotel porters;
- 1.3.4. Taxes, duties, or levies imposed by any governmental or regulatory authority; and/or
- 1.3.5. Your personal expenses.

1.4. As used in these Terms and Conditions:

1.4.1. Your “**travel group**” shall mean you and any other such persons for and on behalf of whom you are intending to make a reservation for a Private Tour; and

1.4.2. The “**Scheduled Departure Date**” shall mean the date on which you are to first depart Malaysia under your Private Tour.

1.5. Without prejudice to anything in Clause 6, accommodation which you are entitled to under the Private Tour shall be specified in the Itinerary. Under our Private Tours, the bed(s) in such accommodation may be single, twin, double-share or triple-share (3 different beds), and may be priced differently at our sole and absolute discretion. For certain types of accommodation, such as, but not limited to, farms and ski resorts, the sharing of bathroom facilities may be necessary. For triple-share rooms, the third bed may be a rollaway bed. You acknowledge and accept that unforeseen exigencies may lead to accommodation not being available in the city mentioned, and that we reserve the right to replace the specified accommodation with an alternative to be made known at least 2 weeks before the Scheduled Departure Date.

1.6. We will necessarily have to rely on the services of airlines, transport companies, hoteliers and other third party service providers (collectively, “**Third Party Service Providers**”) to provide the Private Tours to you. You understand that, in our doing so, we are acting as an intermediary between you and such Third Party Service Providers. While we will endeavour to render reasonable assistance to our customers wherever possible, practices, regulations, and/or policies imposed by Third Party Service Providers are not within our control. Therefore, we shall not be liable, in any way, for any changes made by or acts or omissions on the part of such Third Party Service Providers which affect you or your Private Tour in any way.

1.7. In the course of the Private Tour, you may be subject to the respective airlines’ rules, regulations, and conditions of carriage. You shall be fully responsible for ensuring that you comply with such rules, regulations, and conditions of carriage. If you fail to do so, you may not be permitted to board the relevant flights, or may have to make additional payments to the airlines in order to board the relevant flights. In such events, we shall not be responsible for loss, inconvenience, or additional payments you sustain.

1.8. Without prejudice to anything in Clause 6, meals, including meals on-board flights, which you are entitled to under the Private Tour, shall be specified in the Itinerary. No refunds or replacements will be provided if such on-board meals are not served for any reason.

- 1.9. Any person under 18 years of age in your travel group as at the Scheduled Departure Date must be accompanied by an adult. If any person under 18 years old in your travel group is travelling with an adult other than his or her parent or official guardian, his or her parent or official guardian is required to fill up an “Unaccompanied Minor and Handling Assistance Waiver” form, which you shall be fully responsible to ensure you procure from us. You shall further be fully responsible for ensuring that you comply with the requirements of any relevant airline and/or regulatory authority relating to minors travelling.
- 1.10. If you or anyone in your travel group is pregnant, you shall be fully responsible for ensuring that you procure a doctor’s memorandum stating that you and/or they are fit for travel. Notwithstanding any such doctor’s memorandum, in the event that any Third Party Service Providers, including but not limited to airlines or cruise companies, refuse to allow any pregnant traveller to undertake certain activities, including but not limited to boarding a flight or cruise, no refund shall be payable by us. For the avoidance of doubt, such event shall not be an event falling within the definition of Clause 5.1.
- 1.11. Any persons below the age of 12 years old (as of the date of return to Malaysia at the end of the Private Tour) may, subject to applicable Third Party Service Providers’ terms and conditions, be eligible for child fare rates. While we will use all reasonable endeavours to procure such rates for you, we cannot guarantee that we will obtain them even if they are stated by the Third Party Service Providers as being available and/or applicable.
- 1.12. While we will use all reasonable endeavours to accommodate and make reasonable arrangements for travellers with special needs, we shall not be responsible if we are unable to effect any requested arrangements or for any delay or missed activities experienced for travellers with special needs. Without prejudice to the generality of the foregoing portion of this Clause, in the event that any Third Party Service Providers, including but not limited to airlines and hotels, are unable or unwilling to permit any traveller with special needs to undertake certain activities, we shall not be liable for the same and no refund shall be payable by us. For the avoidance of doubt, such event shall not be an event falling within the definition of Clause 5.1.
- 1.13. Notwithstanding anything in these Terms and Conditions, we shall retain the sole and absolute discretion to refuse to allow an individual to travel if he or she, in our opinion, is:
- 1.13.1. Physically or mentally unfit to travel;
 - 1.13.2. Will or may require care beyond that which can reasonably be provided in connection with the Private Tour; and/or
 - 1.13.3. Is likely to endanger the health or safety, or impair the comfort and enjoyment of the other travellers.

1.14. We are entitled to exercise our discretion under Clause 1.13 at any time before the travel group boards the first flight out of Malaysia under the applicable Private Tour; and in the event that we do so, no refund shall be payable by us. For the avoidance of doubt, our exercise of our discretion to refuse to allow an individual to travel under Clause 1.13 shall not be an event falling within the definition of Clause 5.1.

1.15. All payments intended and/or required to be made to us, whether in connection with reservation for Private Tours, anything in these Terms and Conditions, or otherwise, must be made by in cash, by MEPS, cheque, credit card or using valid travel gift vouchers (subject to the applicable terms and conditions of such vouchers). Cheques will only be accepted if presented to us **at least 3 working days** before the due date. All payments made to us must be in **MYR Ringgit Malaysia**

2. MAKING OF YOUR RESERVATION AND PAYMENT OF DEPOSIT

2.1. A reservation for a Private Tour shall be treated as confirmed only when:

2.1.1. You have paid the applicable deposit (the “**Deposit**”) as defined in Clause 2.2; and

2.1.2. Within 3 days of payment of the Deposit, you submit to us: accurate and complete details of the passports of all persons in your travel group.

2.2. Subject to Clause 2.3, the Deposit shall be the higher of 50% of the full price of the Private Tour or RM\$1500 per traveller.

2.3. We reserve the right to, in our sole and absolute discretion, change the chargeable Deposit. We may also, in our sole and absolute discretion, charge a different Deposit from customer to customer and/or from Private Tour to Private Tour.

2.4. If you do not submit the documents contemplated to be submitted to us under Clause 2.1.2 within 3 days of payment of the Deposit, we have the right to deem you as having withdrawn your reservation. In these circumstances, your reservation will be cancelled and any Deposit paid to us will be forfeited and not be refunded to you.

2.5. You shall be fully responsible for informing us of any special request that you or anyone in your travel group may have, including but not limited to special dietary requirements, special seating arrangements on flights, requests for adjoining rooms in accommodations, requests for a smoking room, or requests in relation to travellers with special needs when you first make a reservation with us. You acknowledge that the requests you make under this Clause may be met only with the cooperation of Third Party Service Providers; and therefore, while we will endeavour to assist you in having your requests met, we cannot guarantee the same, and we will not be responsible if any such request is not or cannot be met for any reason.

3. CONFIRMATION OF RESERVATION AND FULL PAYMENT

- 3.1. Your reservation for a Private Tour shall only be treated as confirmed upon notification to you by us in writing of the same; and if your Private Tour is not confirmed in accordance with this Clause, you and your travel group shall not be entitled to any benefits of a Private Tour. For the avoidance of doubt and without prejudice to the foregoing portion of this Clause, none of the following shall be construed as us confirming your reservation for a Private Tour:
- 3.1.1. Your making of a reservation for a Private Tour, whether or not in accordance with Clause 2.1; and/or
- 3.1.2. The issuance of a Pax Statement to you.
- 3.2. Notwithstanding anything in these Terms and Conditions, we shall retain the sole and absolute discretion as to whether to confirm your reservation for a Private Tour.
- 3.3. After we confirm your reservation for a Private Tour, you must make full payment for your Private Tour at least 14 days before the Scheduled Departure Date under the said Private Tour. Such full payment shall mean payment of all of the following:
- 3.3.1. The price of the Private Tour as stated in the Pax Statement or any amendments thereof notified to you less the Deposit received by us from you; and
- 3.3.2. Where applicable, any other payment that we have notified you as being payable to us.
- 3.4. You shall be responsible for ensuring that any payment made to us, whether in accordance with Clause 3.3 or otherwise, is received by us on or before the payment deadline set out in Clause 3.3. If payment is made to us by cheque, we will consider such payment received only when the funds intended to be paid under that cheque reaches our account.
- 3.5. If payment is not received by us from you by the deadline set out in Clause 3.3, your reservation shall be deemed to have been cancelled by you pursuant to Clause 4.1; and you shall be deemed to have served Your Cancellation Notice (as defined in the aforementioned Clause) on the date after the day on which the deadline set out in Clause 3.3 lapses.

4. CANCELLATION BY THE CUSTOMER

- 4.1. Except where specified to the contrary in these Terms and Conditions and any other document these Terms and Conditions incorporate, you may cancel your reservation at any time before the Scheduled Departure Date by serving on us a notice in writing of the same ("**Your Cancellation Notice**"). For every cancellation by you, you must pay the cancellation fee (the "**Cancellation Fee**") defined in Clause 4.2.

- 4.2. Subject to Clauses 4.3, 4.6 and 4.8, the Cancellation Fee shall be:

Number of days between our receipt of your Cancellation Notice and the Scheduled Departure Date	Cancellation fee per traveller
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45 days and above	100% of Deposit
31 – 44 days	The higher of: • 85% of the full price of the Private Tour • 100% of Deposit
30 days and below	100% of the full price of the Private Tour

- 4.3. The Cancellation Fee shall also, in addition to the amount set out in Clause 4.2, include any non-refundable airport taxes, surcharges or any other fees imposed by the relevant airlines and/or other Third Party Service Providers and payable by us in connection with your reservation for a Package Tour and/or Your Cancellation Notice.
- 4.4. Upon our receipt of Your Cancellation Notice, we shall endeavour to inform you of the Cancellation Fee payable as soon as possible. Upon such notification to you, we shall immediately apply the Deposit towards payment of the Cancellation Fee, and any outstanding portion of the Cancellation Fee that cannot be covered by the application of the Deposit shall be paid by you within 3 days of such notification.
- 4.5. Subject to Clause 4.6, should we obtain a refund of airport taxes, surcharges, or any other fees imposed by the airlines and/or other Third Party Service Providers which were payable by us in connection with your reservation for a Private Tour before our notification to you of the Cancellation Fee pursuant to Clause 4.4, such airport taxes, surcharges, and fees shall not be included in the Cancellation Fee to the extent that they were refunded to us.
- 4.6. You will be notified of the amount of the cancellation fee payable as soon as possible following cancellation of the reservation. Should the deposit be insufficient to meet the cancellation fee, you must settle the shortfall within 3 days of such notification.
- 4.7. A change of departure date, traveller's name (other than correction of typographical errors) and/or type of Private Tour shall be deemed a cancellation pursuant to Clause 4.1, and you shall be deemed to have served Your Cancellation Notice on the date on which such request for the change is made.
- 4.8. If all of the requirements stipulated in this Clause are fulfilled, then notwithstanding anything to the contrary in these Terms and Conditions, the applicable Cancellation Fee shall only comprise the administrative fee referred to in Clause 4.6, and any non-refundable fees imposed by other Third Party Service Providers and payable by us in connection with your reservation for a Private Tour and/or Your Cancellation Notice. The requirements for this Clause to apply are:
- 4.8.1. Your Cancellation Notice is in respect of your reservation for a land-only Private Tour; and
- 4.8.2. The Malaysia Ministry of Foreign Affairs has issued a travel advisory or notice which expressly advises against travel to one or more of the destinations

included in the said Private Tour during the proposed period of travel under the same; and such advisory or notice precedes Your Cancellation Notice referred to in Clause 4.8.1.

4.9. You shall be responsible for ensuring that Your Cancellation Notice, whether served in accordance with Clause 4.1 or otherwise, is received by us.

5. CANCELLATION BY THE COMPANY

5.1. Subject to Clause 5.4, a “**Cancellation Event**” is deemed to have taken place if we have determined, in our sole and absolute discretion, that any of the following has or have occurred:

5.1.1. The Private Tour cannot be fulfilled due to any reason(s) beyond our control, including but not limited to a mechanical breakdown, an act of God, earthquake, fire, tsunami or other natural disasters, weather conditions, war, civil unrest or terrorist attacks, government or legislative actions, strikes and labour unrest, diseases or pandemics, compulsory quarantines, travel restrictions imposed by the Malaysia government or the governments of countries you are visiting under the Private Tour, or any event which would render the provision of the Private Tour by us to you impossible or radically different from as contemplated by us at the point of issuance of the Itinerary to you;

5.1.2. Without prejudice to the generality of Clause 5.1.1, Third Party Service Providers, for reasons unknown or not reasonably foreseeable to us, have done or omitted to do anything which would cause our providing of the Private Tour to be impossible or radically different from as contemplated by us at the point of issuance of the Itinerary to you; and/or

5.2. Upon the occurrence of a Cancellation Event and subject to Clause 5.4, we shall endeavour to notify you as soon as possible that your reservation for the Private Tour (the “**Original Private Tour**”) has to be cancelled, and we shall offer one or more of the following options to you:

5.2.1. We may offer an alternative Private Tour which is, in our sole and absolute discretion, comparable in value; and if you accept such offer, any difference in value between the Original Private Tour and the alternative Private Tour shall be topped up by you or refunded by us (in accordance with Clause 9.3), as the case may be;

5.2.2. We may offer that payments received from you in respect of the Original Private Tour are to be retained as credit notes, which you may use to purchase services, including but not limited to Private Tours, from us at a later date and subject to availability; and/or

5.2.3. We may offer a full cash refund of all payments received from you in respect of the Original Private Tour.

5.3. For the avoidance of doubt, we shall retain the sole and absolute discretion to decide on which of the options set out in Clauses 5.2.1, 5.2.2 and/or 5.2.3 are to be offered to you, and our decision shall be final. Further, if your reservation has to be cancelled pursuant to Clauses 5.1 and 5.2, you shall not be entitled to request for

any other recourse or relief from us except for those set out in Clauses 5.2.1, 5.2.2 and/or 5.2.3.

5.4. Nothing in Clause 5 shall apply in any and all of the following situations:

5.4.1. If, at any time, you or any member of your travel group are or is placed on compulsory quarantine by any government or regulatory authority;

5.4.2. If, at any time, you or any member of your travel group are or is deported or refused entry by the immigration authorities of any country, including Malaysia, for any reason; and/or

5.4.3. If, at any time, you or any member of your travel group are or is refused entry onto any flight contemplated to be boarded during the Private Tour.

5.5. For the avoidance of doubt, if any of the events referred to in Clause 5.4 occur, we shall not be obliged to offer you any of the options set out in Clause 5.2. You are therefore strongly encouraged to maintain the travel insurance as referred to in Clause 10.5.

6. AMENDMENT TO PRIVATE TOUR BY THE CUSTOMER

6.1. All of your, and your travel group's, rights and entitlements in relation to any Private Tour booked with us are personal to you and the members of your travel group (as the case may be) and may not be assigned without our express written consent.

6.2. Without limiting the effect of Clause 4.7 in any way, you may submit a written request for an amendment to the details of a reservation, including but not limited to rectification of typographical errors in a traveller's name, changes to flight itinerary, changes to accommodation sharing, extension of stay or deviation from the Itinerary, at any time. Such written request shall be made to us at least 14 days before the schedule departure date of the tour. You shall be responsible for all charges and administrative fees that may be incurred and/or charged by us in attempting to effect the change, regardless of whether or not the change is eventually possible. We will endeavour to accommodate or facilitate your request, but this shall not be construed as a guarantee that it will be effected. For the avoidance of doubt, we will not entertain requests to amend the dates and timings of flights except where such requests relate to flight deviations or extensions of travel.

6.3. Where the change is possible, you shall be responsible for all charges and administrative fees incurred and/or charged by us and/or Third Party Service Providers in connection with the same.

7. AMENDMENT TO PRIVATE TOUR BY THE COMPANY

7.1. Nothing in this Clause 7 shall limit the operation of Clause 5 in any way.

7.2. An "Amendment Event" is deemed to have taken place if we have determined, in our sole and absolute discretion, that any component(s) of the itinerary for the Private Tour cannot be fulfilled, or if any change(s) to such itinerary are necessitated, due to any reason(s) beyond our control, including but not limited to a

mechanical breakdown, an act of God, earthquake, fire, tsunami or other natural disasters, weather conditions, war, civil unrest or terrorist attacks, government or legislative actions, strikes and labour unrest, diseases or pandemics, compulsory quarantines, travel restrictions imposed by the Malaysia government or the governments of countries you are visiting under the Private Tour, or any event which would render the provision of the Private Tour by us to you impossible or radically different from as contemplated by us at the point of issuance of the Itinerary to you.

7.3. Upon the occurrence of an Amendment Event, we shall endeavour to notify you of the same as soon as possible, and we may offer one or more of the following options to you:

7.3.1. We may offer a replacement of the part of the Private Tour which cannot be carried out with a component which is, in our sole and absolute discretion, comparable in value; and if you accept such offer, any difference in value between the original Private Tour and the alternative or amended Private Tour shall be topped up by you or refunded by us, as the case may be; and/or

7.3.2. We may offer a cash refund of a sum equivalent to the value of the component of the Private Tour which cannot be carried out, such value to be determined by us in our sole and absolute discretion, and provided that the payments received from you for the Private Tour are in excess of such monetary equivalent.

7.4. For avoidance of doubt, we shall retain the sole and absolute discretion to decide on which of the options set out in Clauses 7.3.1 and/or 7.3.2 are to be offered to you, and our decision shall be final. Further, upon the occurrence of an Amendment Event, you shall not be entitled to request for any other recourse or relief from us except for those set out in Clauses 7.3.1 and/or 7.3.2.

7.5. Nothing in Clause 7 shall apply in any of the situations referred to in Clause 5.4; and, for avoidance of doubt, if any of the events referred to in Clause 5.4 occur, we shall not be obliged to offer you any of the options set out in Clause 7.3.

8. ENFORCED AMENDMENT TO OR CANCELLATION OF PRIVATE TOUR DUE TO PANDEMICS

8.1. Notwithstanding anything in these Terms and Conditions but subject to Clause 8.2, you shall be fully liable and responsible for all losses, costs, damages, expenses (including due to any delay), inconvenience, personal injury, or additional payments you and/or any member of your travel group sustains as a result of any and all of the following:

8.1.1. The prevailing travel restrictions imposed by the Malaysia government or the governments of countries you are visiting under the Private Tour from time to time; and/or

8.1.2. You and/or any member of your travel group's contracting of a communicable disease which, as a result of or in connection with the travel restrictions referred to in Clause 8.1.1, would prevent you and/or such member of your travel group from partaking in any component of the Private Tour in any way, including but not limited to flights between countries (including Malaysia).

8.2. Clause 8.1 shall not apply if the losses, costs, damages, expenses (including due to any delay), inconvenience, personal injury, inconvenience, or additional payments referred to in the said Clause are deemed, in our sole and absolute discretion, to have been caused by our gross negligence.

9. REFUND POLICY

9.1. Except where otherwise expressly stated in these Terms and Conditions or where agreed between you and us in writing, no refund, discount, or replacement shall be given by us.

9.2. We will not issue any refund, discount, or replacement with respect to any arrangements for accommodation, meals, sightseeing tours or other services which are included in the Private Tour but not utilised by you of your own volition or where you amend, cancel or otherwise vary such arrangement, whether before or after the commencement of the Private Tour.

9.3. This Clause applies whenever refunds are payable to you under these Terms and Conditions. For payments originally made by you in cash or via NETS, cheque or bank transfer, refunds will be made by way of cheque and will generally be processed within 2 to 4 weeks from the date of cancellation. For payments originally made by you through credit card, refunds will be made via the respective credit card company and will generally be processed within 4 to 6 weeks from the date of cancellation. For payments originally made by you via travel gift voucher, refunds will be made via a credit note to be issued by us and will generally be processed within 4 to 6 weeks from the date of cancellation. The refund process may take longer during peak seasons, due to the increase in transaction volume, and we shall not be responsible for any delay beyond the general processing timeframes set out in this Clause.

10. TRAVEL DOCUMENTS AND TRAVEL INSURANCE

10.1. You and each member of your travel group shall be responsible for ensuring that all passports (or other travel document, as the case may be) of persons within your travel group is valid for at least 6 months from the expected date of departure from the last point of departure in the itinerary and that each of such persons has all necessary visas, permits, passes, licences, vaccinations, health certificates and/or other documents or approvals as may be required by the applicable governmental authorities of the destination countries to be visited during the Private Tour.

10.2. Without limiting the effect of Clause 10.1 in any way, we may, from time to time and subject to our sole and absolute discretion, assist a traveller to submit a visa application for a fee, but this shall not be construed as our obligation to do so, or as a guarantee of the outcome or approval of any such application.

10.3. You and each member of your travel group shall also be solely responsible for ensuring that his or her name as provided to the Company and reflected in the Pax

Statement tallies with the name in his or her passport or travel document. If any amendment to such name is required, all applicable fees charged and/or incurred by us shall be borne by you.

10.4. In the event that a reservation for a Private Tour has to be cancelled due to or in connection with your failure to fulfil the requirements set out in Clause 10.1, you shall be deemed to have served Your Cancellation Notice on us on the Scheduled Departure Date.

10.5. All travellers are strongly encouraged to obtain a comprehensive travel insurance policy to protect against unforeseen circumstances, such as baggage loss, flight delays, travel agent insolvency, medical emergencies, or changes in government or legislative policies or regulations, such as compulsory quarantines due to or in connection with diseases or pandemics. For avoidance of doubt, we shall not be responsible for any such matters.

11. Confidentiality and Privacy

11.1. Our privacy policy may be found at <https://ccktravel.com/privacypolicy>, and by your making of a reservation for a Private Tour, whether in accordance with Clause 2.1 or otherwise, you, for yourself and for and on behalf of all persons within your travel group, are deemed to agree to all the terms contained within the same.

11.2. We will comply with our privacy policy referred to in Clause 11.1, and will at all times comply with all relevant obligations on us governing the collection, use, disclosure and care of your personal data under the Personal Data Protection Act 2010 (“**PDPA**”) governing the collection, use, disclosure and care of your personal data in accordance with our privacy statement.

11.3. In addition to Clauses 11.1 and 11.2, by making of a reservation for a Private Tour for yourself and for and on behalf of all persons within your travel group, you consent to us collecting, using, and disclosing photographs and videos of you and all persons within your travel group, for the purpose of including in our advertising and publicity materials and programmes (such as brochures). Notwithstanding the foregoing portion of this Clause, any traveller who wishes to withdraw his or her consent to our collection or use of any photographs or videos that may feature such traveller, may notify us at privacy@ccktravel.com, whereupon we will endeavour, as soon as reasonably practicable, to remove any reference to such traveller from our advertising and publicity materials and programmes, provided always that we shall not be liable to recall or change any such materials or programmes which have already been produced, publicly distributed or disseminated by us prior to receiving such notification; and upon receipt of such notification, we shall be entitled to disallow any traveller from partaking in certain Private Tours to be identified by us in our sole and absolute discretion from time to time, in which case the traveller giving such notification shall be deemed to have served Your Cancellation Notice (as defined in Clause 4.1) on the date of the giving of such notification to us.

12. INDEMNITY

12.1. We shall not be liable for any losses, costs, damages, expenses (including due to any delay), inconvenience, additional payments, or personal injury or death of any person (collectively, the “**Losses**”) arising from any of the following, whether direct or indirect, and whether reasonably foreseeable by us or not:

12.1.1. Losses not arising from our gross negligence;

12.1.2. Losses not arising from a breach of these Terms and Conditions;

12.1.3. Losses arising from our exercise of our discretion pursuant to Clauses 1.13 and 1.14;

12.1.4. Losses arising from or in connection with a breach of these Terms and Conditions by you or any member of your travel group, including but not limited to the failure to perform any of your or their obligations hereunder;

12.1.5. Without prejudice to the generality of Clauses 12.1.1 and 12.1.2, Losses arising from or in connection with actions or omissions of third parties (including but not limited to Third Party Service Providers);

12.1.6. Losses arising from or in connection with reason(s) beyond our control, including but not limited to a mechanical breakdown, an act of God, earthquake, fire, tsunami or other natural disasters, weather conditions, war, civil unrest or terrorist attacks, government or legislative policies or regulations, strikes and labour unrest, diseases or pandemics, compulsory quarantines, travel restrictions imposed by the Malaysia government or the governments of countries you are visiting under the Private Tour, or any event which would render the provision of the Private Tour by us to you impossible or radically different from as contemplated by us at the point of issuance of the Itinerary to you;

12.1.7. Without limiting the effect of Clause 12.1.5 in any way, Losses arising as a result of you or any member of your travel group being placed on compulsory quarantine by any government or regulatory authority, or you or any member of your travel group being deported or refused entry by the government or immigration authorities of any country for any reason;

12.1.8. Losses sustained by you or any member of your travel group as a result of the prevailing travel restrictions imposed by the Malaysia government or the governments of countries you are visiting under the Private Tour from time to time; or you and/or any member of your travel group’s contracting of a communicable disease which, as a result of or in connection with the said travel restrictions, would prevent you and/or such member of your travel group from partaking in any component of the Private Tour in any way, including but not limited to flights between countries (including Malaysia); and/or

12.1.9. Losses arising from or in connection with a failure by you to follow reasonable instructions, including but not limited to noting and complying with specified check-in and check-out and/or meeting places and times.

12.2. For avoidance of doubt, the effect of Clause 12.1 includes but is not limited to us not being obliged in any way to offer you any of the options set out in Clauses 5.2 and/or 7.3 in the event that such Losses are suffered by you.

12.3. Without prejudice to Clause 12.1, if, for whatever reason, our liability to you has been established under the law, the maximum extent of such liability and your sole remedy for damages from us (whether in respect of one claim or a series of connected claims), arising out of the failure to comply with or in respect of any obligation of us under these Terms and Conditions, shall be limited to the aggregate sum of all payments of fees received by us from you for the Private Tour in respect of which such liability arose.

12.4. You and all members of your travel group agree and undertake to indemnify and hold harmless the Company, our directors, employees, agents, contractors, and servants in respect of all damages, claims, losses, charges and/or expenses, including legal costs, expenses and disbursements incurred (on a full indemnity basis) arising from and/or connected with the lessons (collectively, “**Liabilities**”), regardless of whether such Liabilities are sustained, incurred or suffered by us during the provision of the Private Tour to you and your travel group, or otherwise.

12.5. You agree to pay to us, on a full indemnity basis, all costs and expenses, including but not limited to all legal costs on a solicitor-and-client basis, incurred by us in relation to or in connection with the following:

12.5.1. Any breach of these Terms and Conditions by you and/or any member of your travel group; and

12.5.2. Without prejudice to the generality of Clause 12.5.1, any enforcement of our rights under these Terms and Conditions.

13. Feedback Mechanisms and Disputes

13.1. We welcome feedback from our customers. Should you have any feedback or complaint concerning any Package Tour, you should inform our representative during the course of the Package Tour and if matter cannot be resolved after our representative’s best endeavours to do so during the Package Tour, your complaint should be submitted in writing to the Company at general@ccktravel.com, and we will use our best endeavours to resolve the dispute as soon as possible.

13.2. We shall have the right to, in our sole and absolute discretion and from time to time, change, amend, insert or delete any of these Terms and Conditions. The latest copy of these Terms and Conditions is maintained and made available at <https://ccktravel.com/private-tours>. You shall be fully responsible for checking our website at reasonable intervals to update yourself on the latest editions of these Terms and Conditions.