

# TOUR CONDITIONS

## DEFINITIONS

"FCH" means First Choice Holiday Pte Ltd (TA 02070);

"Airline" means All Nippon Airways Co., Ltd;

"Agent" means FCH or any other non-exclusive agent appointed by FCH for the purposes of these terms and conditions; and  
"Travel Services" means any entity engaged by the Agent or FCH in connection with any of the tours specified herein.

## 1. TOUR PRICE

1.1 The tour price shall include an economy return air ticket, accommodation on twin/triple\* sharing basis, meals and tours as specified in the Itinerary (which may from time to time, be amended, modified or supplemented by FCH) subject as provided herein. (\*\*Triple-share rooms: Please note that the third bed may be a "roll-away" bed.)

1.2 The tour price does not include airport taxes, passenger fuel surcharge, telephone and excess charges, medical insurance and other expenses of a personal nature.

## 2. PERIOD OF VALIDITY OF TICKETS

The economy return air ticket is valid for a period of fourteen days (valid for flight, class and date of travel shown on the ticket only) from the date of the travel from Singapore (including the date of travel). In the event that the Customer extends his/her stay for longer than 14 days from the date of travel from Singapore (including the date of travel), the return portion of the air ticket shall no longer be valid and the Agent shall not be liable to the Customer for any cost incurred by the Customer in purchasing a return ticket to Singapore or for any other costs whatsoever.

## 3. REQUEST FOR EXTENSIONS

3.1 Extension on the economy return air ticket is not permitted. In the event that the Customer extends his/her stay after the ticket is issued and his/her intended date of travel is different from the date of travel shown on the ticket, the return portion of the ticket shall no longer be valid and the Agent and FCH shall not be liable to the Customer for any cost incurred by the Customer in purchasing a return ticket to Singapore or for any other costs whatsoever.

3.2 Extension of stay will be at Customer's own expense and transfer to the airport will not be provided. Customers are deemed to be taking the whole itinerary without extension or diversion and reversion to the original tour schedule is not permitted once their extension or deviation has been confirmed.

## 4. REROUTING AND CHANGE OF ITINERARY

4.1 The Agent or FCH reserves the right to reroute any tours and to make any changes to the tour package (including itinerary) without the consent of or prior notification to the Customer and in such an event, the Agent or FCH shall subject to clause 4.3 (a) not be liable to the Customer for any additional cost or inconvenience incurred to the Customer in consequence of such rerouting or change or otherwise.

4.2 The Customer acknowledges that:-

(a) Airlines schedule and local conditions may require sightseeing, hotels, and routings to be changed. Should this occur, arrangements of similar value will be substituted there for where practicable

(b) Details of particular tours described in the brochure or flyer may have changed since the brochure was published and flyer was printed.

(c) Changes in airline fares and other changes and changes in exchange rates may affect the price of particular tours and the Customer undertakes to reimburse forthwith on demand the Agent and FCH for such increase in tour price resulting therefrom.

4.3 FCH reserves the right to alter the tour package (including the itinerary) should circumstances so dictate.

(a) If the alteration is made before departure such that the tour package becomes in the reasonable opinion of FCH materially different, the Customer will have the right to cancel the arrangement and accept a full refund from the Agent (but not more) or accept the alternative arrangements.

(b) Subject to Clauses 4.1 and 4.2, if such material alteration referred to in sub-clause (a) above is necessary after departure then the Customer shall accept that alteration subject to the right to refund where the altered arrangement is cheaper (as determined by FCH in its sole discretion), and otherwise shall have no claim against FCH, the Agent or the Travel Services.

## 5. GOODS PURCHASED DURING TOURS

The Agent or FCH shall not be liable to the Customer for any goods purchased by the Customer during the tour whether or not the goods are of defective quality, not suitable for the Customer's purpose, not in conformity with samples provided to the Customer or rejected by the Customer for any other reason whatsoever notwithstanding that the goods are purchased in shops the visitation of which comprise part of the tour package (including itinerary) or which are specifically recommended by the Agent, FCH, Travel Services, their guides, servants, agents, employees or independent contractors, nor shall the Agent, FCH or the Travel Services be liable to the Customer for the purchase monies of the aforesaid goods.

## 6. BAGGAGE ALLOWANCE

Each Customer is allowed 2 baggages weighing up to 23 kilograms not exceeding Liner Dimension of 158cm.

## 7. UNUSED SERVICES

No refund will be made for any service, transportation, accommodation, meal or tour included in the tour but not utilized.

## 8. PASSPORT/VISA

8.1 All passports and visas must be valid for at least six (6) months from the date of entry into the destined country or countries of destination. The Customer shall be responsible for obtaining the necessary visas required for the tour.

8.2 The Agents, FCH and Travel Services shall not be liable to refund to the Customer the whole or any part of the tour price or the price of the economy return ticket or any security charges imposed by Immigration in the event that the Customer is refused entry into any country of destination for any reason whatsoever, including but without limitation the following: the Customer carrying a forged passport, failing to obtain the appropriate visas, being barred from entry into the country of destination for contravention of its laws or regulations, being barred from entry into the country of destination for his/her political affiliations.

## 9. NOT INN KEEPER

Neither FCH nor the Agent is a keeper of inns, hotels, refreshment, boarding or lodging houses. The Agent will arrange tickets, booking and reservations only as an agent for the Customer who accepts the same subject to these terms and conditions and those of the Travel Services.

## 10. CARRIER

In respect of the Airline's obligations as carrier, the Customer acknowledges that the terms and conditions of carriage shall be contained in the applicable contract of carriage. Nothing contained herein shall be construed as in any way extending the liabilities of the Airline as carrier beyond the terms of the relevant contract of carriage.

## 11. NOT LIABILITY FOR DELAY ETC.

Notwithstanding any provision in these terms and conditions to the contrary, FCH, the Airline and Agent shall not be liable, howsoever the same may arise, for cancellation of journeys, deviations, delays, or the failure to provide seats, berths or facilities for carrying or storing luggage or for the failure to provide accommodation. FCH, the Airline and Agent shall not be liable in the event of any alteration or change of any kind made by any of FCH, the Airline and Travel Services following the acceptance of any booking by them and the Customer is solely responsible for any increase in charges which the Travel Services may be entitled to require.

## 12. EXCLUSION/LIMITATION OF LIABILITY

12.1 Neither FCH nor the Agent (whether for themselves or on behalf of their servants and agents) shall accept any responsibility or otherwise be responsible for any act, omission, default or neglect of themselves, their servants or agents or the Travel Services, or their servants or agents for injury, damage or loss to persons or goods whatsoever and howsoever the same may be caused; and they do not warrant and are in no way responsible for the accuracy of any information given or statement made by their servants and agents or made by the Travel Services, their servants and agents.

12.2 Neither FCH nor the Agent shall incur any liability of any kind or nature whether in these terms and conditions or in tort or otherwise for any death, personal injury, damage, loss, liability or expenses suffered or incurred by the Customer or by any other person arising directly or indirectly or in any manner howsoever out of the services provided hereunder by FCH, Agent or the Travel Services to the Customer or any other persons. The Customer hereby agrees to indemnify and keep FCH and the Agent indemnified during the continuance of these terms and conditions Contract and thereafter against all actions, proceedings, claims, damages, costs and expenses so arising.

## 13. DEPOSIT AND PAYMENT

13.1 A deposit of \$5500 (the "Non-refundable Deposit") per person (or equivalent) is required upon booking. The deposit forms part of the final payment. However, a payment of deposit does not constitute the confirmation of tour. Full payment is required upon confirmation of tour or 45 days before tour departure, whichever comes first. Failure to comply with this may result in an automatic cancellation of reservation and forfeiture deposit.

13.2 Tickets, bookings and reservations will only be negotiated by the Agent on payment of a deposit which will be accepted in part payment of the total cost incurred by the Customer, but receipt of a deposit does not constitute acceptance of any booking. Any bookings may only be confirmed with the authority of FCH. In the event of any of the Travel Services cancelling any arrangement made on behalf of a Customer, The Agent will only be liable to refund the amount of monies paid by the Customer to them in excess of the Non-refundable Deposit, subject to a deduction for such sums, if any, as FCH, the Airline, Agent or Travel Services may be entitled to be paid. The Agent shall not make or promise on behalf of FCH any refunds on or in respect of holidays, coupons, tickets or vouchers of FCH without previous authority from FCH.

13.3 FCH shall only be required to issue tickets or vouchers and the like after receipt of payment of the full amount due to it in respect of tours booked through the Agent.

13.4 Customers should be aware that the Agent is acting as an agent for the service suppliers, so when a deposit or full payment is made, all arrangements are still subject to confirmation. When the arrangements cannot be confirmed, the Agent shall endeavour to notify the Customers as soon as possible and full refund will be made.

## 14. CANCELLATION

14.1 Any cancellation made by a Customer must be in writing and the Customer shall be responsible for all expenses incurred by the Agent in respect of making the bookings and cancelling the same and all payments which the Travel Services may lawfully require by reason of the cancellation. The Agent will repay to the Customer any monies held by them in excess of the Non-refundable Deposit after deducting the Cancellation Fees (as defined below), any other expenses and payments and in any event shall not be required to make repayment until they have received payment from the Travel Services of such monies as may be due to the Customer following such cancellation.

14.2 In the event of any cancellation, the following cancellation fees will be applicable:-

(a) 35 days and above before departure – \$5300.00 per person;

(b) 21 - 34 days prior to departure – 35% of total tour cost;

(c) 14 - 20 days prior to departure – 50% of total tour cost;

(d) 07 - 13 days prior to departure – 75% of total tour cost;

Less than 7 days prior to departure – 100%

Any change of bookings within 35 days prior to departure will be considered a cancellation and the applicable cancellation fees will be levied accordingly.

14.3 FCH and Agent reserve the right to decline, to accept any booking or, after acceptance, to cancel the tour arrangement for any reason (including but not limited to insufficient number of participants and non-confirmation of flights and other arrangements). Should this happen, the entire payment will be refunded and both FCH and Agent shall be under no further liability to the Customer.

14.4 FCH reserves the right to cancel or withdraw the tour package (including the itinerary), or any bookings made for a Customer or decline to accept or retain any person as a member of the tour if any such person may appear likely to endanger the health, safety or impair the comfort and enjoyment of others on the tour. FCH further reserves the right to cancel this reservation if any seat be not confirmed, the hotel, the Airline or other contractor refuses to allow the participant to participate in the tours for any reason whatsoever. In any of foregoing events, FCH's sole liability shall be to refund to the Customer any monies paid less than the amounts for services already utilized, administration and cancellation fees.

## 15. AMENDMENTS

15.1 For each amendment made to flights, whether an extension or deviation, hotel extension bookings or similar amendments after the booking has been processed, an amendment fee of \$550 per person will be levied. Any additional charges incurred as a result of amendment made will be borne by the Customer.

15.2 For each amendment made after air tickets are issued, an administrative fee of \$575 per person will be charged.

## 16. MODIFICATIONS

FCH and the Agent reserves the right to modify any arrangement required by or made on behalf of the Customer and to cancel the same without notice.

## 17. LIABILITIES

17.1 Neither FCH nor the Agent shall be liable for any cost, expenses or damages whatsoever incurred or suffered by the Customer which arises from any of the following events:

(a) Acts of God, fire, lightning, explosion, flood, inclement weather or accidents;

(b) National or local emergency, acts or omissions of any government or governmental authority or agency, insurrection, civil disorder, war or military operations;

(c) Industrial disputes of any kind, strikes, lock-outs, stoppage of restraint of labour;

(d) Traffic congestion, vehicle breakdown, obstruction of any public/private road, highway, sea or air passage;

(e) Accidents of any kind occurring during the Customer's independent activities;

(f) Theft, robbery or lost property;

(g) Food poisoning;

(h) Isolation as a result of infectious diseases or any condition likely to endanger the health or safety of Customers or impair their reasonable comfort;

(i) Any cause beyond the reasonable control of FCH, the Agent, the Airline, the Travel Services and/or its principal(s);

(j) Any cancellation or alteration of the tour package (including the itinerary), hotel accommodation or tour services as a result of any of the aforementioned events or as a result of any decision, act or omission of FCH, the Airline, the Agent, the Agent's principal(s), their agents and servants or any of them;

(k) The acts, omission and/or negligence on the part of FCH's principal(s), their agents and servants or any of them.

17.2 If any limitation and exemptions contained herein are legally unenforceable, then for such events FCH shall not be liable for any claim by the customer for loss or damage arising from any cause whatsoever if it is not proved by such tour members to have been caused by the negligence or breach of contract by FCH. In any events, the liability of FCH shall in all cases whatsoever be limited to the payment of FCH by ways of damages of an amount for each tour member not exceeding 50% of the tour price in respect of any loss or damage suffered by the tour member.

18. FCH shall be responsible only for the provision of the economy class return air ticket in accordance with these Conditions and shall in no event be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses. Notwithstanding any other provision of these Conditions, the aggregate liability of FCH to the Customer in respect on any and all breaches, non-performance, performance, acts or omissions hereunder shall not exceed an amount equal to 50% of the tour price paid by the Customer.

## 19. TRAVEL INSURANCE

We strongly recommend that customer purchase a Personal Travel insurance policy prior to the commencement of the holiday.

## 20. SEVERABILITY

If at any time any one or more of these terms and conditions or the application thereof to any person in any circumstances shall to any extent be invalid, unlawful or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

Note: Porter service may not be available under certain circumstances and as such, Customers may sometimes be required to handle their own luggage. Customers' co-operation and understanding would be greatly appreciated.

## 21. COMPLAINTS/CLAIMS

Any complaint/claim must be made in writing within 2 weeks after services rendered. Any complaint/claim made after such period will not be entertained.

## 22. GOVERNING LAW AND JURISDICTION

22.1 The parties hereto agree that these terms and conditions shall be governed by and construed in accordance with the law of Singapore.

22.2 The parties hereto submit to be non-exclusive jurisdiction of the courts of Singapore.

## 23. RIGHTS OF THIRD PARTIES

A person who is not a party to this contract shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms provided that it is agreed that each of FCH and the Agent (to the extent it is not a party to these Conditions) will have the unconditional right under the Contracts (Right of Third Parties) Act (Cap. 53B) of Singapore to enforce and rely on these Conditions.

## 24. TERMS AND CONDITIONS

The Customer acknowledges that he or she has read and accepts these terms and conditions contained herein.

Tour Name: \_\_\_\_\_ Dep Date: \_\_\_\_\_

Passenger's Name \_\_\_\_\_ Signature \_\_\_\_\_

## ON BEHALF OF:

2<sup>nd</sup> Passenger \_\_\_\_\_ 4<sup>th</sup> Passenger \_\_\_\_\_

3<sup>rd</sup> Passenger \_\_\_\_\_ 5<sup>th</sup> Passenger \_\_\_\_\_