



TERMS AND CONDITIONS OF LCB'S INBOUND TOUR & BUS RENTAL SERVICE

These terms and conditions set forth herein ("**these Terms**") shall apply to any inbound tour, bus rental service & the incidental services thereof offered by **LCB Tour Sdn. Bhd.** ("**LCB**").

By booking and/or participating in an inbound tour/bus rental service, you acknowledged that you have had the opportunity to read, understand and agree to be bound by these Terms. If however, you are booking on behalf of others, you guarantee that you have the authority to agree to these Terms on behalf of others.

1. Definitions

"accommodation premises"	: any building, including hostels, hotels, inns, boarding-houses, rest houses, lodging houses, and other structures whether permanent or temporary, held out by the proprietor, owner or manager, either wholly or partly, as offering lodging or sleeping accommodation to tourists for hire or other form of reward, whether or not food or drink is also offered.
"inbound tour"	: a tour to or of Malaysia or any place within Malaysia.
"licensed tourist guide"	: a person licensed under subsection 24(1) of the Tourism Industry Act 1992 to act as a tourist guide.
"tour"	: includes sightseeing, excursions, shopping, visits to places of interest or entertainment, and other activities normally undertaken by a tourist.
"tourist guide"	: a person who renders service to tourists or any other persons by guiding them on tours for remuneration.

2. Booking & Deposit

- 2.1 To make a booking/reservation for the inbound tour/bus rental service, please ensure that you have filled out the booking form. The booking form needs to be completed by each person travelling with LCB. If you are under 18 years old at the time of booking/reservation, the booking form shall be signed by your parent or guardian. After completing the booking form, you should submit it to LCB along with the payments as described in paragraph 1.6 below. Nevertheless, you agree and acknowledge to be bound by these Terms once the payment is made.



- 2.2 If you are making a booking/reservation on behalf of another individual, you will be the designated contact person for all the individuals included in that booking. This entails the responsibility of you for making all payments related to your inbound tour/bus rental service booking/reservation, as well as to inform LCB or LCB's authorised person for any changes or cancellations. You are accountable for securing all the necessary consents and ensuring that any information you have provided on behalf of another individual is complete and accurate according to LCB's requirement.
- 2.3 Once LCB has confirmed the availability of your chosen inbound tour/bus rental service, your booking/reservation will be considered firm. A contractual relationship between you and LCB shall be established upon LCB's receipt of your payment as described in paragraph 1.6 below. You will in return receive a cash sales invoice and receipt of all payments made to LCB.
- 2.4 If LCB has not confirmed the availability of your chosen inbound tour/bus rental service, your booking/reservation will still be considered firm, however, a contractual relationship between you and LCB shall only be established when you have submit the payment as described in paragraph 1.6 below to LCB in accordance with the applicable time limit and a cash sales invoice and receipt of all payments made to LCB are issued to you.
- 2.5 Please be aware that if you make a booking/reservation through LCB's social media platforms, including but not limited to LCB's Facebook page and/or LCB's official website without prior confirmation of the availability, any electronic acknowledgment of your booking/reservation shall not be considered as a confirmation of your booking/reservation. It is essential to carefully review your cash sales invoice and/or receipt as soon as you receive it. If you find any discrepancies or incomplete information on the invoice or any other document, please contact LCB immediately.
- 2.6 A booking fee of **50%** of the inbound tour/bus rental service fare per person must be paid to LCB as deposit. The remaining balance or full payment must be made at least **thirty (30) days** before the departure date for any inbound tour packages. A failure to comply with this requirement may result in the cancellation of your booking/reservation and forfeiture of your booking fee. If LCB does not cancel your booking/reservation immediately due to your commitment to make payment, you shall be liable to pay the cancellation charges shown in paragraph 5 depending on the date that LCB has reasonably consider your booking/reservation as cancelled.



3. Inbound Tour Information & Prices

3.1 Prices displayed are current at the time of publication and are integral components of the brochure. These prices are subject to change due to factors such as airfares adjustment, transportation costs, hotel rates, exchange rates fluctuations, government taxes and other costs and expenses verification beyond the control of LCB. LCB reserves the right to modify prices, provided that you are duly informed before the inbound tour & its incidental services' confirmation.

3.1.1 Air ticket when included, does not cover all airport taxes and whatever applicable taxes, unless specifically stated otherwise.

3.1.2 Hotel accommodation when provided, are based on the following criteria:-

2.1.2.1 twin sharing basis (two persons to a room);

2.1.2.2 single supplement (for individuals staying alone, requiring a single room at an additional cost); and

2.1.2.3 triple sharing (three persons to a room).

For groups of three, an additional mattress will be arranged in a room subject to the availability of the room.

Child tour fares, as advertised, are for children aged 2 to 12 years, sharing a standard room with two adults.

3.1.3 All meals, sightseeing and other items when specified in the itinerary shall be covered by the inbound tour fare, unless stated otherwise.

3.1.4 All sightseeing tours and transfers are based on sit-in-coach basis.

3.1.5 The tour fare provided includes an allocation for tipping in regions where tipping is customary as part of local culture. This ensures that essential gratuities are covered during your travel.

3.1.6 While the tour fare incorporates tipping as provided in paragraph 2.1.5 above for your convenience, we recognize that tipping can be a personal expression of appreciation. If you wish to provide additional gratuities beyond what is included in the tour fare, you are free to do so at your sole discretion without any interference



of LCB. We respect your choice in this matter and want to ensure your travel experience aligns with your preferences.

- 3.2 Items not included in the tour fare are (i) laundry; (ii) food and beverages not on ordered menu; (iii) optional excursions; (iv) portorage at airport and hotels; and (v) all items of a personal nature.

4. Bus rental service Information & Prices

- 4.1 For private groups seeking for bus rental service only for an event, booking/reservation shall be made not later than **sixty (60) days** from the date of the event.
- 4.2 A bus driver will be assigned to the bus rental service.
- 4.3 In the event that the bus rental service involves two or more destinations or involves the participation of foreigners, meeting the criteria of as an inbound tour that necessitates the assignement of a tourist guide as stated in paragraph 11 below, LCB will assign a tourist guide to accompany your bus rental service in compliance with the statutory requirement. Consequently, this service shall no longer be consider as bus rental service but an inbound tour.
- 4.4 You shall be responsible for any damage or loss caused to the rented bus due to your irresponsible & unruly behaviors, negligence and/or wilful misconduct, during the rental period. In the event of such damages, LCB will assess any damages and charge you accordingly for such damages.
- 4.5 LCB reserves the right to refuse or terminate bus rental service if it deems that you and/or any passenger of the bus is not adhering to responsible and safe behavior, which may endanger the bus, driver, or other passengers.

5. Payment Method

- 5.1 A booking fee of **50%** of the inbound tour per person /bus rental service fare per booking must be paid to LCB as deposit.
- 5.2 Full payment must be settled at least **thirty (30) days** before the departure date of the inbound tour/bus rental service.
- 5.3 When it is requested by air, sea, rail carrier, or other third party service providers (such as hotel accommodations and sightseeing tours), the costs and expenses to secure the tickets/slots shall be paid in advance.
- 5.4 Payments can be made by cash/cheque/bank transfer or online banking.



- 5.5 Payments shall be made in Malaysian Ringgit (MYR) as the default currency. However, LCB acknowledges that the client may opt to make payments in other currencies to the designated bank account as provided by LCB at the time of payment. In such cases, the exchange rate for the conversation shall be solely determined by LCB, taking into consideration of the estimation of future currency exchange rates.

6. Cancellation made by You

- 6.1 To cancel an inbound tour /bus rental service booking, written notice of cancellation must be provided to avoid any misunderstanding, **thirty (30) days or more** before the departure date.
- 6.2 If notice of the cancellation is received within **thirty (30) days or less** before the departure date the following charges will apply: -

Period before departure within which written notification of cancellation is received by LCB	Cancellation Charges Per Person (% of total cost)
30 days before the date of departure	50% of inbound tour fare
1-29 days before the date of departure	100% of inbound tour fare

- 6.3 The respective airline's cancellation policy on special promotional fare shall apply in addition to the cancellation charges as set out in clause 5.2 (Note: The airline ticket is restricted and subject to the airline's terms and conditions. It may be non-endorsable, non-reissuable, non-refundable and non-reroutable. Any alteration in routing or change of date of travel by you is solely at your own risk. LCB or LCB's authorised person shall not be held responsible for any inconvenience caused and extra expenses incurred. However, any refund made by any airline for a cancellation made two (2) working days or less before the day of travel for non-promotional fares shall be paid to you less any administration charges incurred by LCB).
- 6.4 Depending on the reason for cancellation, you may have the option to seek reimbursement for these cancellation charges (after deduction of any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. If the cancellation changes the original cost calculation, LCB will adjust and send you a new invoice accordingly.



- 6.5 You have the option to transfer your spot in the inbound tour/bus rental service to another person (introduced by you) if you are unable to travel, provided that LCB receive written notification no less than **fourteen (14) days** before the departure date and subject to the feasibility of changing certain bookings made in your name and the terms and conditions of the respective airlines. All costs and charges incurred by LCB and/or incurred or imposed by any of third party service provider as a result of your action herein, must be settled before the transfer can be effected.
- 6.6 You acknowledge that once the airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the inbound tour/bus rental service fare have been paid in advance to third party service providers on behalf of you by LCB, canceling and/or transferring the inbound tour/bus rental service may lead to the forfeiture of the costs and expenses paid at the sole discretion of the third party service provides, and consequently, no refund or reduction will be made to you in respect of airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the inbound tour/bus rental service fare but not utilized by the you. Any demand and/or claims against the airfare, accommodation, meals, sightseeing tours, transport or any other services shall be directed to the third party services providers and LCB shall be indemnify and hold harmless against any such demands and/or claims.

7. Changes to the Inbound Tour /Bus Rental Service Arrangement

7.1 For Free Independent Traveller (FIT) Inbound Tour/Bus rental service

- 7.1.1 Changes to your confirmed inbound tour /bus rental service arrangement may be considered depending on practicalities and availabilities. An amendment charge of **RM50.00** per person per change will apply, and LCB is entitled to pass on any additional costs incurred or imposed by third party service provider for additional or alternative services. Changes may result in the recalculation of the inbound tour price/bus rental service fare if the basis for the original price has changed.
- 7.1.2 No changes to your inbound tour/bus rental service arrangement can be made within **fourteen (14) days** before the departure date.
- 7.1.3 Changing the entire inbound tour /bus rental service arrangement constitutes a cancellation of the original booking and is subject to cancellation charges as defined in the cancellation policy in paragraph 5 above.



7.2 For Group Inclusive Traveler (GIT) Inbound Tour

- 7.2.1 No changes to your inbound tour arrangement can be made to the reservation within **fourteen (14) days** before the departure date.
- 7.2.2 Request to return earlier or later than the group will be subject to the availability of the respective transportation and/or airlines.
- 7.2.3 Changing the entire inbound tour arrangement constitutes a cancellation of the original inbound booking and is subject to cancellation charges as defined in the cancellation policy in paragraph 5 above.
- 7.3 The provided itinerary when given shall serve as a guide to your inbound tour, and LCB endeavors to adhere to it. However, unforeseen circumstances may necessitate alterations on short notice due to factors beyond LCB control, such as adverse weather, road conditions, or events constituting Force Majeure event (see paragraph 7.4). Adjustments may also arise from operating conditions mandated by accommodation, facility, and transport owners and operators. LCB will strive to maintain the same content in your itinerary to the extent reasonably possible, unless uncontrollable circumstances make this unfeasible. If weather conditions result in additional expenses such as accommodation, transportation, and meals, these costs will be determined through mutual agreement between you and LCB.
- 7.4 If the requested or booked accommodations are unavailable, LCB will make every effort to secure alternative accommodations of a similar standard. It's important to note that some destinations do not provide triple-sharing rooms. Therefore, no extra bed will be provided, and accommodations will be based on rollaway beds. Alternatively, a single occupancy supplement may be arranged, and charges will be applied as indicated in the tour booking form.
- 7.5 Any special requests, such as special meals, dietary requirements, adjoining rooms etc. should be communicated to LCB at the time of your booking. Such requests are subject to confirmation and availability. Special meal request will be based on local arrangement.
- 7.6 Request of extension/deviation of inbound tour/bus rental service must be submitted at least **thirty (30) days** before the departure date. Otherwise, you shall be deemed to adhere to the original inbound tour/bus rental service schedule.



- 7.7 Any extension of stay or deviation shall be at your own expenses and transport to the airport will not be provided. However, should you require LCB's assistance for your extensions of stay or deviations, LCB is pleased to provide these additional services, subject to additional charges.

8. Cancellation made by LCB

- 8.1 LCB reserves the right to modify the details and also cancel confirmed booking/reservation for inbound tour/bus rental service when deemed necessary. It is important to acknowledge that each inbound tour/bus rental service necessitates a minimum number of participants to be determined at the sole discretion of LCB, to enable LCB to proceed with the operation. If the minimum required bookings for a specific inbound tour/bus rental service are not met, LCB retains the right to cancel the inbound tour. In such instances, LCB will either offer alternative inbound tour/bus rental service arrangement or provide a full refund for the amount paid.
- 8.2 Please be informed that most of the changes made by LCB will be considered as minor at the discretion of LCB. However, in exceptional circumstances, LCB may be compelled to make a "significant change". A significant change is a modification made before departure which LCB can reasonably be expected to have a major impact on your inbound tour/bus rental service. If a significant change or cancellation becomes necessary, you will be notified as promptly as possible. If there is sufficient time before departure, you will be presented with the following options:
- 8.2.1 (for significant changes) accepting the changed arrangements;
- 8.2.2 purchasing an alternative inbound tour/bus rental service from LCB, of a similar standard to that originally booked if available. You will be offered at least one alternative inbound tour/bus rental service of equivalent or higher standard, for which you will not be required to pay more than the price of the original inbound tour/bus rental service. If you decline the specifically offered alternative inbound tour/bus rental service, you may select from LCB other available inbound tours/bus rental service, but you will be responsible for the applicable price difference, which may mean paying more if the alternative is more expensive; or
- 8.2.3 If you are unable to accept the recommended alternatives as described in paragraph 7.3.2 above, all funds collected will be fully refunded within **fifteen (15) days** after receiving notice of the inbound tour cancellation.



- 8.3 No compensation will be payable, and the above options will not be available if LCB cancels the inbound tour/bus rental service due to your failure to comply with any requirement of these Terms, entitling LCB to cancel (such as not paying on time), or if the change is a minor one.
- 8.4 LCB further reserves the right to make changes to and/or cancel the inbound tour/bus rental service due to Force Majeure event, which shall includes, natural disasters (such as earthquakes, floods, hurricanes) or human-made disaster, acts of terrorism, wars, civil unrest, government actions, strikes, pandemic, epidemic, significant risks to human health such as the outbreak of serious disease at the travel destination, adverse weather conditions, fire and any unforeseen circumstances and/or event beyond the control of LCB that make LCB impossible or impracticable to carry out the inbound tour whether actual or threatened.
- 8.5 In such Force Majeure event, LCB will offer alternative departure dates for the same tour or different tour or bus rental service at the respective departure dates at the prevailing tour/bus rental service fare as set out in paragraph 7.2.2 above.
- 8.6 LCB reserves the right to cancel or withdraw any itinerary, or any reservation made for you or decline to accept or retain you from participating in an inbound tour/bus rental service, if you are likely to endanger the health or safety, or impair the comfort or enjoyment, of others on the inbound tour/bus rental services. LCB further reserves the right to cancel the booking/reservation/bus rental service if for any other reason any carrier, hotel or other contractor refuses to allow you to participate in the inbound tour/bus rental service. If any of such events, LCB shall refund you any moneys paid, less the amounts for services already utilized, administration and cancellation fees, and airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the inbound tour /bus rental service fare that have been paid in advance to third party service providers on behalf of you by LCB.

9. LCB's Responsibilities and Limitations

- 9.1 LCB undertakes that the inbound tour/bus rental service arrangement that has been agreed upon with you will be made, performed or provided with reasonable skill and care. This means that, subject to these Terms, LCB will accept responsibility if, for example, your inbound tour/bus rental service arrangement are not provided as promised or prove deficient due to the failure of LCB, LCB's employees, representative, or authorised agents to use reasonable skill and care in making, performing or providing, as applicable, your inbound tour/bus rental service arrangement.



- 9.2 You acknowledge that, LCB act only as an agent for carriers, transportation companies, hotels and other third-party service provider and will not be responsible for any losses, damages, accidents, and change in the schedule or other irregularities caused or arising from circumstances beyond LCB's control. LCB shall have no liability for any death, personal injury or loss off whatever nature you may suffer.
- 9.3 You acknowledge that, LCB will not be responsible for any injury, illness, death, loss (including loss of possessions and loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:
- 9.3.1 your act(s) and/or omission(s);
- 9.3.2 the act(s) and/or omission(s) of a third party not connected with the provision of your inbound tour/bus rental service, and which were unforeseeable or unavoidable; or
- 9.3.3 Force Majeure event as defined in paragraph 7.4 above.
- 9.4 You acknowledge that, LCB will not accept responsibility for any services which do not form part of inbound tour /bus rental service arrangement. This includes, for example, any additional services which any third-party service providers (including any of LCB's appointed companies) agrees to provide or arrange for you, where LCB have not agreed to provide or arrange these services as part of the inbound tour/bus rental service. Such additional services will encompass any activities not included in your inbound tour/bus rental service arrangement which a third-party service provider agrees to provide or arrange for you while you are away.
- 9.5 You acknowledge that, regardless of any wording used by LCB on LCB's social media platforms, including but not limited to LCB's Facebook page and/or LCB's designated website, LCB's employees, representative, or authorised agents, or in any online or office advertising material, LCB undertakes and will only undertakes to use reasonable skill and care as outlined above. LCB shall not assume or deemed to assume greater or different liability towards you. Your inbound tour/bus rental service arrangement may be provided by LCB's appointed companies, which share LCB's name due to shared standards and branding but are separate legal entities. They shall operate independently and have their own terms and conditions which you shall bound by the same upon your subscription of their services.
- 9.6 The laws, rules and regulations of the country in which your claim occurred will be used as the basis for determining whether the service to the inbound tour/bus rental service in question was properly provided. If the services that led to the claim or complaint complied with the laws, rules and regulations of the country applicable to those services of



inbound tour/bus rental service at the time, then such services will be considered properly provided. This applies even if the services to the inbound tour/bus rental service did not comply with the laws, rules and regulations of Malaysia that would have applied if the services to the inbound tour/bus rental service were provided in Malaysia, except in cases where the claim relates to the absence of a safety feature that would lead a reasonable person to refuse the inbound tour/bus rental service in question.

- 9.7 You voluntarily assume all inherent risks, including but not limited to risks to health and safety, accidents, natural disasters, adverse weather conditions, political instability, transportation delays, strikes, or the actions or omissions of third-party service providers (such as airlines, hotels, restaurants, transport companies, or local guides). You agree that LCB shall not be held liable for any loss, damage, injury, delay, expense, or other consequence arising directly or indirectly from the foregoing circumstances, except to the extent caused by the gross negligence or wilful misconduct of LCB.
- 9.8 It is your responsibility to have appropriate travel insurance to safeguard your personal belongings inbound tour/bus rental service, and you are responsible for your own personal belongings and are advised not to leave valuables unattended. LCB shall not be liable for any lost or stolen items. Any claims against loss of or damages to any luggage or personal belongings shall only be directed to your travel insurance company and not LCB.
- 9.9 If any claim or part of a claim (including those involving death or personal injury) concerns or is based on any inbound tour/bus rental service arrangement (including the process of getting on and/or off the transport provided by any air, sea, or rail carrier to which local law, the claim will be referred to LCB's insurance company. The LCB's insurance company will assess and decide, at their discretion.
- 9.10 The maximum amount LCB will have to pay you for that claim or that part of a claim if LCB is found liable (if any) on any basis is the most the carrier concerned would have to pay under the local law that applies to the inbound tour/bus rental service arrangement in question, which will be assessed by LCB's insurance company. LCB shall not be liable for any indirect, consequential, incidental, or punitive damages, including but not limited to loss of enjoyment, loss of opportunity, emotional distress, or reputational harm.
- 9.11 Please note that if a carrier is not obliged to make any payment to you under the applicable local law regarding a claim or part of a claim, LCB's insurance company will similarly not be obliged to make a payment for that claim or part of the claim. When making any payment, LCB's insurance company is entitled to deduct any money that you have received or are entitled to receive from the carrier for the claim in question.



9.12 In addition to the above, please note that LCB does not accept any liability for any damage, loss, expense, or other sums of any description:

9.12.1 Which, based on the information given to LCB by you concerning your booking before LCB's acceptance of it, LCB could not have foreseen you would suffer or incur if LCB breached the contractual relationship with you; or

9.12.2 Which did not result from any breach of contractual relationship or other fault by LCB LCB's employees, representative, or authorised agents, where LCB is responsible for them. Additionally, LCB does not accept liability for any business losses, including self-employed loss of earnings.

10. Health, Safety and Fitness to Travel

10.1 You represent and warrant that you are medically fit to join the tour and undertake all scheduled activities, and that you are capable of completing the tour independently.

10.2 You shall fully and truthfully disclose to LCB any pre-existing or relevant health conditions prior to departure. LCB shall not be liable for, and you expressly assume full responsibility for, any loss, damage, injury, expense, or other consequences arising from (i) any undisclosed or concealed health condition; (ii) voluntary participation in activities deemed unsuitable or unsafe; (iii) your own acts or omissions; or (iv) any related circumstances. You shall bear the sole responsibility, and shall indemnify and hold LCB harmless against all claims, liabilities, costs, or expenses arising therefrom.

10.3 For elderly participants, the foregoing obligations apply with heightened responsibility. Certain activities or attractions may be unsuitable for elderly participants, and participation in such activities shall be entirely at their own risk, with all consequences borne solely by them.

10.4 In the event you are unable to continue with the tour and require assistance for early return to accommodation premises or your departure country, due to health condition or other circumstances, you shall be responsible for all liabilities and expenses incurred, including but not limited to medical expenses, early return arrangements, and other associated costs.

11. Delays, Behaviour, Damage and Complaints

11.1 LCB regrets that LCB is not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Depending on the circumstances, if you are flying with a local carrier, the airline may be required to compensate you and/or refund the cost of your flight and/or provide accommodation and/or refreshments in the



event of a significant delay or cancellation. However, LCB has no liability to make any such payments to you, and you must pursue the airline or other transport service provider concerned for any payment that may be due. Please remember that it is your responsibility to ensure you arrive at the departure location for your chosen inbound tour/bus rental service, and all costs associated with this are therefore your sole responsibility. This is even the case where LCB assists you in making any necessary additional arrangements if, for example, your flights were delayed, and you missed your pre-booked transfer with LCB.

- 11.2 All tour organized and provided by LCB does not include any visits to retail outlets, designated shopping stops, or similar activities. All itineraries are strictly for sightseeing and leisure purposes only, without any form of compulsory or indirect shopping activities. If the event that any shopping station is entered, you have the absolute right not to purchase any goods. Any purchases made by you are undertaken voluntarily and at your own discretion, LCB shall bear no responsibility or liability in respect of such purchases or any matters arising therefrom, including but not limited to the quality, suitability, safety, authenticity, or delivery of any goods or services purchased, or any disputes with third-party vendors.
- 11.3 Feedback and complaints must be submitted within **fourteen (14) days** after the completion of the inbound tour/bus rental service. No responsibility shall be accepted for any feedback or complaints beyond the said period. Feedback and complaints can be submitted in writing or via email to LCB at the email address: lcbtour99@gmail.com.

12. Inbound Tour Fare Inclusions and Exclusions

- 12.1 The all-in inbound tour fare includes all airfares, airport taxes, accommodation, entrance fees, meals, gratuities and tourist guide as specified in the out tour brochure and itenary, unless specifically stated otherwise.
- 12.2 Inbound tour fare exclude fuel surcharges, excess baggage and any expenses of a personal nature not specified in the tour brochure.
- 12.3 LCB strongly advises the purchase of insurance coverage for inbound tour and tour cancellation, curtailment, accident, injuries, illnesses, medical hospitalizations, flight delays, baggage damage or lost once the inbound tour is confirmed.

13. Tourist Guide Services

- 13.1 In compliance with statutory requirement and to ensure the quality of LCB inbound tours, LCB is committed to providing a licensed tourist guide for every inbound tour.



- 13.2 LCB will assign a licensed tourist guide to accompany you throughout the inbound tour. LCB's tourist guides are equipped to offer valuable insights, ensure the smooth execution of the itinerary, and enhance your understanding of the destinations visited.
- 13.3 The tourist guide will be responsible for providing information, assistance, and ensuring that the inbound tour adheres to the itinerary provided.
- 13.4 In the event that the originally assigned tourist guide is unable to perform their duties due to unforeseen circumstances, LCB will make reasonable efforts to replace them with an equally qualified and licensed tourist guide to ensure minimal disruption to the tour.

14. Travel Document (If required)

14.1 Your Responsibilities

14.1.1 You must have –

- 14.1.1.1 a valid identification card or an international passport (contain at least 4 blank pages side by side) or other recognized travel documents which should be valid for at least 6 months from the date of return to country of origin;
 - 14.1.1.2 the necessary visa and vaccination and health certificates as required by the law, rules and regulations of Malaysia;
- 14.2 LCB undertakes to advise you on what documentation is required. Service charges shall be borne entirely by you.
- 14.3 If for any reason, the application for visa or necessary exit permit is rejected, a refund of inbound tour fare will be made less administrative fees, airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the inbound tour fare that have been paid in advance to third party service providers on behalf of you by LCB.
- 14.4 LCB shall not be held responsible or liable to any expenses, reimbursements, or inbound tour fare refunds if you are refused entry or deported by immigration authorities due to the possession of unlawful items, holding improper travel documents, detrimental behaviour, activities or others cause which shall be unlawful, illegal, improper and detrimental in nature.



- 14.5 You are expected to comply with the laws and regulations of Malaysia. Any legal issues arising from non-compliance will be the sole responsibility of the you.

15. Applicable Law

- 15.1 Any matters not specified herein shall be governed by Malaysia applicable laws, rules and regulations.

16. Privacy Policy

- 16.1 LCB will collect, use and discloses only the information required to enable LCB to provide the particular inbound tour, bus rental service and/or any other services that you have requested as described in Personal Data Protection Act 2010. By providing any personal information to LCB, you have indicated your acceptance to our Privacy Policy.

17. Disclaimer

- 17.1 LCB has made all reasonable efforts to check the accuracy of the information provided on LCB's social media platforms, including but not limited to LCB's Facebook page and/or LCB's designated website and/or by LCB's authorised agents and representatives, however, LCB shall not however accept any responsibility for any errors or omissions that may appear therein.
- 17.2 LCB's authorised agents and representatives are not responsible and expressly exclude liability for any injury, illness, damage, loss, delay, accident or irregularities that maybe caused to a person or property and all bookings are subject to the usual terms and conditions of the third party service provider involved. The transportation companies shall be exempted from all liability in respect of any detention, delay, loss, danger, sickness or injury caused and of whatever kind occurring to the you at any time whilst you are not on board a carrier of conveyance used or operated by transportation by the transportation companies.
- 17.3 Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against LCB. In addition, LCB will only be responsible for what LCB's employees, representative, or authorised agents do or do not do if they were at the time acting within the course of their employment.
- 17.4 All claims against LCB must be made in writing within **thirty (30) days** after the completion of the inbound tour/bus rental service.
- 17.5 All disputes (if any) will be subject to the Malaysian Court of Law.



17.6 All terms and conditions mentioned above cannot be altered or waived and enquiries pertaining to this document may be made to LCB.

18. Acknowledgment

All the Terms herein are fundamental elements of the basis of the bargain between you and LCB, and you agree that LCB would not otherwise be able to offer the inbound tour /bus rental service and the incidental services thereof, on its present basis without such limitations. This paragraph shall survive any termination of the contractual relationship between you and LCB.

19. Indemnity

You shall indemnify and keep LCB indemnified against all claims, demands, actions, proceedings made or brought against LCB arising from inbound tour and its incidental service/bus rental service and/or any breach of these Term by you.

20. Baggage

Free airline baggage allowance is provided by the airlines and the quantum and conditions may differ from one airline to another and from one airport authority to another. The same applies for hand-carried baggage aboard the aircraft. The travel agent will advise passengers on the conditions. Passengers are advised to purchase adequate insurance coverage.

21. Customs Declaration and Your Duties

21.1 When you are entering or leaving Malaysia, you shall adhere to the provisions of the Customs Act 1967 (Amendment) 2019 and the Customs Regulations 2019. It is mandatory for you to declare all taxable goods, prohibited items, cash amounts, and negotiable monetary instruments (NMs) in their possession. Such a declaration must cover all items, whether carried with you, contained in your luggage, or present in your vehicles.

21.2 Failure to declare any of the mentioned items in paragraph 19.1 above or making a false declaration is considered a serious offense and will lead to penalties imposed under the Customs Act 1967.

21.3 The duty and tax rates imposed are subject to the Customs Duties Order 2022 and the Sales Tax (Rate of Tax) Order 2018. Certain items are exempted from duty and tax when you are entering Malaysia, such as wine, spirits, beer, apparel, footwear, food preparations, and portable personal care appliances may be exempted within the specified quantities and values. [See the Customs Duties (Exemption) Order 2017 and the Sales Tax (Persons Exempted from Payment of Tax) Order 2018].



- 21.4 If you are carrying Cash and Bearer Negotiable Instruments (CBNI) exceeding USD 10,000.00, a declaration is mandatory. You shall submit Customs Form No. 7, available at customs counters at all entry and exit points. Failure to declare these items may result in penalties or imprisonment.
- 21.5 The import and export of specific goods are prohibited or restricted under the Customs (Prohibition of Imports) Order 2023 and the Customs (Prohibition of Export) Order 2023. (Kindly consult LCB's authorized agents for further information)
- 21.6 The import and export of drugs (e.g., morphine, heroin, opium, cannabis) are strictly prohibited in Malaysia. Under the Customs Act 1967 and the Dangerous Drugs Act 1952, the penalty for drug trafficking is mandatory death penalty.
- 22.** LCB reserves the right, at its sole discretion, to change or modify any part of these Terms at any time without prior notice. You should periodically visit LCB's social media platforms, including but not limited to LCB's Facebook page and/or LCB's designated website to review the revised terms to which you are bound. If LCB changes or modifies these Terms, LCB will post the changes or modifications on LCB's social media platforms.
- 23.** Your booking of the inbound tour/bus rental service after any such changes or modifications constitutes your acceptance of the revised terms. If you do not agree to abide by the revised terms, you may choose to cancel the inbound tour/bus rental service. It is your responsibility to regularly check LCB's social media platforms to ascertain if there are any changes to these Terms and to review such changes.
- 24.** Additionally, you shall be subject to any additional terms applicable to inbound tour/bus rental service and its incidental service that may be posted on the page from time to time. All such terms are hereby expressly incorporated by reference into these Terms.