



TERMS AND CONDITIONS OF LCB'S OUTBOUND TOUR

These terms and conditions set forth herein ("**these Terms**") shall apply to any outbound tour & its incidental services offered by **LCB Tour Sdn. Bhd.** ("**LCB**").

By booking and/or participating in an outbound tour, 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.
"licensed tourist guide"	: a person licensed under subsection 24(1) of the Tourism Industry Act 1992 to act as a tourist guide.
"outbound tour"	: a tour to or of Malaysia or any place outside Malaysia.
"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 outbound tour, 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



individual included in that booking. This entails the responsibility of you for making all payments related to your outbound tour 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 provide 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 outbound tour and you have submitted your booking form within the applicable time limit for the booking/reservation, 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 of all payments made to LCB.
- 2.4 If LCB has not confirmed the availability of your chosen outbound tour, your booking/reservation will still be considered firm, however, a contractual relationship between you and LCB shall only be established when you have submitted the payment as described in paragraph 1.6 below to LCB in accordance with the applicable time limit and a cash sales invoice of the payment 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 as soon as you receive it. If you find any discrepancies or incomplete information on the cash sales invoice or any other document, please contact LCB immediately.
- 2.6 A booking fee of **25%** of the outbound tour fare per person must be paid to LCB as deposit. The remaining balance or full payment must be made at least **fourteen (14) working days** before the departure date for Free Independent Traveller (FIT) outbound tour packages and **twenty-one (21) working days** for Group Inclusive Traveler (GIT) outbound 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 4 depending on the date that LCB has reasonably consider your booking/reservation as cancelled.



3. Outbound 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 outbound 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:-

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

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

3.1.2.3 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 outbound 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 or countries 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. Payment Method

- 4.1 A booking fee of **25%** of the outbound tour fare per person must be paid to LCB as deposit.
- 4.2 Full payment must be settled at least **fourteen (14) working days** before the departure date of the outbound tour.
- 4.3 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 secured the tickets/slots shall be paid in advance.
- 4.4 Payments can be made by cash/cheque/bank transfer or online banking.

5. Cancellation Made by You

5.1 For Free Independent Traveller (FIT) Outbound Tour

- 5.1.1 To cancel a booking, written notice of cancellation must be provided to avoid any misunderstanding. If LCB receives notice of cancellation **thirty (30) working days or more** before the departure date, a minimum administrative fee of **RM50.00** or **10%** of the outbound tour deposit (whichever is lower) per person will be imposed.
- 5.1.2 If notice of the cancellation is received **twenty-nine (29) working 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)
15-29 working days before the date of	50% of outbound tour deposit



departure	
8-14 working days before the date of departure	20% of outbound tour fare
3-7 working days before the date of departure	40% of outbound tour fare
2 working days or less before the date of departure	100% of outbound tour fare

5.1.3 The respective airline's cancellation policy on special promotional fare shall apply in addition to the cancellation charges as set out in paragraph 4.1.2 (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).

5.2 For Group Inclusive Traveler (GIT) Outbound Tour

5.2.1 To cancel a booking, written notice of cancellation must be provided to avoid any misunderstanding. If LCB receives notice of cancellation **forty-five (45) working days or more** before the departure date, a minimum administrative fee of **RM30.00** per person or **2%** of the outbound tour fare (whichever is higher) per person will be imposed.

5.2.2 If notice of the cancellation is received **forty-four (44) working 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)
22-44 working days before the departure date	Forfeiture of outbound tour deposit
15-21 working days before the departure date	35% of outbound tour fare
8-14 working days before the	50% of outbound tour fare



departure date	
3-7 working days before the departure date	75% of outbound tour fare
2 working days or less before the date of departure	100% of outbound tour fare

5.2.3 The respective airline's cancellation policy on special promotional fare shall apply in addition to the cancellation charges as set out in paragraph 4.2.2 (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).

- 5.3 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. Where a part of cancellation of a booking affects the basis on which the original price was calculated, LCB will recalculate and re-invoice you accordingly.
- 5.4 You have the option to transfer your spot in the outbound tour to another person (introduced by you) if you are unable to travel, provided that LCB receive written notification no less than **fourteen (14) working days** before the departure date and subject to the feasibility of changing certain bookings made in your name. 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.
- 5.5 You acknowledge that once the airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the outbound tour fare have been paid in advance to third party service providers on behalf of you by LCB, canceling and/or transferring the outbound tour 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 outbound tour 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.

6. Changes to the Outbound Tour Arrangement

6.1 For Free Independent Traveller (FIT) Outbound Tour

6.1.1 Changes to your confirmed outbound tour 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 outbound tour price if the basis for the original price has changed.

6.1.2 No changes to your outbound tour arrangement can be made within **eight (8) working days** before the departure date.

6.1.3 Changing the entire outbound tour arrangement constitutes a cancellation of the original booking and is subject to cancellation charges as defined in the cancellation policy in paragraph 4.1 above.

6.2 For Group Inclusive Traveler (GIT) Outbound Tour

6.2.1 No changes to your outbound tour arrangement can be made within **fourteen (14) working days** before the departure date.

6.2.2 Request to return earlier or later than the group will be subject to the conditions of the respective airlines.

6.2.3 Changing the entire outbound tour arrangement constitutes a cancellation of the original outbound booking and is subject to cancellation charges as defined in the cancellation policy in paragraph 4.2 above.

6.3 The provided itinerary when given shall serves as a guide to your outbound 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 6.4). 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.

- 6.4 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.
- 6.5 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.
- 6.6 Request of extension/deviation of outbound tour must be submitted at least **thirty (30) working days** before the departure date. Otherwise, you shall be deemed to adhere to the original outbound tour schedule/arrangement.
- 6.7 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.

7. Cancellation Made by LCB

- 7.1 LCB reserves the right to modify the details and also cancel confirmed booking/reservation when deemed necessary. It is important to acknowledge that each outbound tour necessitates a minimum number of participants, typically a minimum group of **sixteen (16) adults**, to enable LCB to proceed with the operation. If the minimum required bookings for a specific outbound tour are not met, LCB retains the right to cancel the outbound tour. In such instances, LCB will either offer alternative outbound tour arrangements or provide a refund for the amount paid, along with compensation as outlined below:

Period before departure within which written notification of cancellation is received by LCB	Cancellation Charges Per Person (% of total cost)
8-14 working days before the departure date	Full refund of outbound tour fare and a compensation of RM50.00



	per person
1-7 working days before the departure date	Full refund of outbound tour fare and a compensation of RM75.00 per person
On departure date	Full refund of outbound tour fare and a compensation of RM100.00 per person

7.2 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 outbound tour. 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:

7.2.1 (for significant changes) accepting the changed arrangements;

7.2.2 purchasing an alternative outbound tour from LCB, of a similar standard to that originally booked if available. You will be offered at least one alternative outbound tour of equivalent or higher standard, for which you will not be required to pay more than the price of the original outbound tour. If you decline the specifically offered alternative outbound tour, you may select from LCB other available outbound tours, but you will be responsible for the applicable price difference, which may mean paying more if the alternative is more expensive; or

7.2.3 If you are unable to accept the recommended alternatives as described in paragraph 6.2.2 above, all funds collected will be fully refunded within **fifteen (15) working days** after receiving notice of the outbound tour cancellation.

7.3 No compensation will be payable, and the above options will not be available if LCB cancels the outbound tour 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.

7.4 LCB further reserves the right to make changes to and/or cancel the outbound tour due to Force Majeure event, which shall include, 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 outbound tour whether actual or threatened.

- 7.5 In such Force Majeure event, LCB will offer alternative departure dates for the same tour or different tour at the respective departure dates at the tour prevailing tour fare as set out in paragraph 6.2.2 above.
- 7.6 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 outbound tour, if you are likely to endanger the health or safety, or impair the comfort or enjoyment, of others on the outbound tour. LCB further reserves the right to cancel the booking/reservation if for any other reason any carrier, hotel or other contractor refuses to allow you to participate in the outbound tour. 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 outbound tour fare that have been paid in advance to third party service providers on behalf of you by LCB.

8. LCB's Responsibilities and Limitations

- 8.1 LCB undertakes that the outbound tour arrangements 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 outbound tour arrangements 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 outbound tour arrangements.
- 8.2 You acknowledge that, LCB act only as an agent for carriers, transportation companies, hotels and other third-party service providers 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 of whatever nature you may suffer in your journey of your outbound tour.
- 8.3 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:



- 8.3.1 your act(s) and/or omission(s);
- 8.3.2 the act(s) and/or omission(s) of a third party not connected with the provision of your outbound tour, and which were unforeseeable or unavoidable; or
- 8.3.3 Force Majeure event as defined in paragraph 6.4 above.
- 8.4 You acknowledge that, LCB will not accept responsibility for any services which do not form part of outbound tour 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 outbound tour. Such additional services will encompass any activities not included in your outbound tour arrangements which a third-party service provider agrees to provide or arrange for you while you are away.
- 8.5 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 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 outbound tour 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.
- 8.6 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 outbound tour 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 outbound tour at the time, then such services will be considered properly provided. This applies even if the services to the outbound tour did not comply with the laws, rules and regulations of Malaysia that would have applied if the services to the outbound tour 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 outbound tour in question.
- 8.7 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.

- 8.8 It is your responsibility to have appropriate travel insurance to safeguard your personal belongings outbound tour, 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.
- 8.9 If any claim or part of a claim (including those involving death or personal injury) concerns or is based on any outbound tour arrangements (including the process of getting on and/or off the transport provided by any air, sea, or rail carrier to which local law and/or any international convention and/or EU regulation applies, the claim will be referred to LCB's insurance company. The LCB's insurance company will assess and decide, at their discretion.
- 8.10 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 or international convention or regulation that applies to the outbound tour arrangements 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.
- 8.11 Please note that if a carrier is not obliged to make any payment to you under the applicable local law or international convention or regulation 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.
- 8.12 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:
- 8.12.1 Which, based on the information given to LCB by you concerning your booking/reservation 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
- 8.12.2 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.

9. Health, Safety and Fitness to Travel

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10. Delays, behaviour, damage and complaints

- 10.1 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 outbound tour, 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.



10.2 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.

10.3 Feedback and complaints must be submitted within **two (2) weeks** after the completion of the outbound tour. 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.

11. Outbound Tour Fare Inclusions and Exclusions

11.1 The all-in outbound tour fare includes all airfares, airport taxes, accommodation, entrance fees, meals, gratuities and tour guide as specified in the outbound tour brochure and itinerary, unless specifically stated otherwise.

11.2 Outbound tour fare exclude fuel surcharges, excess baggage and any expenses of a personal nature not specified in the tour brochure.

11.3 LCB strongly advises the purchase of insurance coverage for outbound tour and tour cancellation, curtailment, accident, injuries, illnesses, medical hospitalizations, flight delays, baggage damage or lost once the outbound tour is confirmed.

12. Travel Document

12.1 Your Responsibilities

12.1.1 You must have –

12.1.1.1 an international passport or other recognized travel documents which should be valid for at least 6 months from the date of return to country of origin and contain at least 4 blank pages side by side; and

12.1.1.2 the necessary visa and vaccination and health certificates as required by the various authorities of the countries to be visited.



12.2 LCB's Responsibilities

12.2.1 LCB undertakes to –

- 12.2.1.1 advise you on what documentation is required; or
- 12.2.1.2 wherever possible, assist passengers in obtaining the necessary visa.

However, LCB cannot guarantee the approval of any visa application.

12.3 Service charges and visa fees levied shall be borne entirely by you.

12.4 If for any reason, the application for visa or necessary exit permit is rejected, a refund of outbound tour fare will be made less administrative fees, airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the outbound tour fare that have been paid in advance to third party service providers on behalf of you by LCB.

12.5 LCB shall not be held responsible or liable to any expenses, reimbursements, or outbound 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.

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

13. Applicable Law

13.1 Matters unless specifically stated otherwise shall be governed by Malaysia applicable laws, rules and regulations.

14. Privacy Policy

14.1 LCB will collect, use and discloses only the information required to enable LCB to provide the particular outbound tour and/or 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 LCB Privacy Policy.



15. Disclaimer

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 All claims against LCB must be made in writing within **thirty (30) days** after the completion of the outbound tour.
- 15.5 All disputes (if any) will be subject to the Malaysian Court of Law.
- 15.6 All terms and conditions mentioned above cannot be altered or waived and enquiries pertaining to this document may be made to LCB.

16. 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 outbound tour and its incidental services on its present basis without such limitations. This paragraph shall survive any termination of the contractual relationship between you and LCB.

17. Indemnity

You shall indemnify and keep LCB indemnified against all claims, demands, actions, proceedings made or brought against LCB arising from outbound



tour and its incidental service and/or any breach of these Term by you.

18. 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.

19. Outbound Tour Group Leader

- 19.1 You acknowledge that group leader(s) will be assigned to the outbound tour to ensure the smooth operation of the outbound tour (if such arrangement is provided in the outbound tour brochure).
- 19.2 In the event that the assigned group leader is unable to perform their duties due to illness or unforeseen circumstances, LCB may appoint an alternative person to act as the group leader.
- 19.3 In the event that an alternative group leader is unavailable, you hereby agree and acknowledge that the responsibilities of the group leader will be transferred to the local tour guide of the outbound tour. LCB will, in turn, designate an assistant to facilitate the check-in process at the airport. It is noted that the appointed individual shall not be required to accompany the customer during the flight/the outbound tour.
- 19.4 Moreover, you expressly acknowledge and agree that no compensation shall be due or payable in the event of the unavailability or absence of a designated group leader during the outbound tour.

20. Customs Declaration and Your Duties

- 20.1 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 (NMTs) in their possession. Such a declaration must cover all items, whether carried with you, contained in your luggage, or present in your vehicles.
- 20.2 Failure to declare any of the mentioned items in paragraph 18.1 above or making a false declaration is considered a serious offense and will lead to penalties imposed under the Customs Act 1967.
- 20.3 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].

- 20.4 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.
- 20.5 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)
- 20.6 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.
- 21. 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 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 designated website.
- 22. Your booking/reservation of the outbound tour 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 outbound tour. It is your responsibility to regularly check LCB's designated website to ascertain if there are any changes to these Terms and to review such changes.
- 23. Additionally, you shall be subject to any additional terms applicable to outbound tour 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.