



TUI International Holiday (Malaysia) Sdn. Bhd.

## Terms & Conditions version 1.1 as of 28/03/2025

This website ("Website") is operated by TUI International Holiday (Malaysia) Sdn. Bhd. (Company No. 1275784-T., License No. KPK/LN9082), A-38-11 & A-39-11, Menara UOA Bangsar, 5 Jalan Bangsar Utama 1, Taman Bangsar, 59100 Kuala Lumpur, WP Kuala Lumpur, Malaysia ("TUI"). The Website is provided solely to assist customers in gathering travel information, determining the availability of travel related goods and services, doing legitimate reservations or otherwise transacting business with travel suppliers, and for no other purposes. The terms "we", "us", "our" and "TUI" refer to TUI International Holiday (Malaysia) Sdn. Bhd. The term "you" and "Customer" refers to the customer visiting the Website and/or booking a reservation through us on this Website, or through our customer service agents, "Traveler" refers to any person of a party of any booking made/for whom a booking is made, including but not limited to the Customer.

The Website is offered to you conditioned upon your acceptance without modification of all the Terms & Conditions, and notices set forth below. Please read the Terms & Conditions carefully. By accessing or using this Website, booking any travel products or services on this Website, or contacting our call center agents, you agree that the Terms & Conditions then in force shall apply. If you do not agree to the Terms & Conditions, please do not use or make bookings through this Website or our call center agents. TUI may at any time change these Terms & Conditions and your continued use of this Website is conditioned upon acceptance of the updated Terms & Conditions.

The products/services offered by TUI and its software, as defined below, can only be purchased by customers who have read and accepted these Terms & Conditions unconditionally by clicking on the appropriate box provided for the purpose. It is not possible to proceed with the booking process without this acceptance. Customers undertake to fulfil the obligations contained within these Terms & Conditions. The agreement between Customers and TUI comes into force as soon as TUI provides written confirmation of a booking to Customers by email.

Customers should save and/or print a copy of these Terms & Conditions for future reference when making a booking.

Our Website and products/services are made available for personal and non-commercial use only. Therefore, you are not allowed to resell, deep link, use, copy, monitor (e.g. spider, scrape), display, download, or reproduce any content or information, software, reservations, tickets, products, or services available on our Platform for any commercial or competitive activity or purpose.

You may only use this Website to make legitimate reservations, purchases or requests to purchase the products or services rendered by the respective suppliers.

You may not:

- Use this Website for commercial purposes without TUI's permission
- Use the Website to make any speculative, false or fraudulent reservation or purchase and/or any purchase in anticipation of demand

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- Take any action which may impose an unreasonable or disproportionately large load on the Website
- Use this Website in any manner which could damage, disable, overburden or impair or otherwise interfere with the other users' use of this Website or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware or telecommunication equipment
- Attempt to gain unauthorized access to this Website, other accounts, computer system, or networks connected to this Website, through hacking, password mining or any other means
- Deliver any unlawful postings to or through this Website, or any postings which advocate illegal activity
- Post anything which contain material that could be considered harmful, obscene, lewd, indecent, violent, abusive, insulting, threatening, harassing, hateful or otherwise objectionable
- Post anything that contain any defamatory, false or libelous material
- Post anything that infringes or violates any intellectual property or any other rights of any third party.

TUI offers an online platform through this Website where you can browse for, reserve and purchase any and/or all of the following:

- Holiday Package: Flights + Hotel + Tour & Activity Vouchers + Transfer Vouchers
- Hotel stays
- Tour & Activity Vouchers
- Transfer Vouchers

The merchant of record in respect of bookings and payments made will be clearly shown during the booking process and on the booking confirmation.

TUI reserves the absolute discretion to change, suspend or discontinue all or any part of the products/services at any time without prior notice to you.

The products/services listed on this Website are supplied and provided by independent contractors ("Supplier/s") and not agents or employees of TUI. This Website does not make any representation and should not be construed as making any recommendations or suggestions to the level of service or rating of the products/services and suppliers. TUI shall not be held liable for any omissions, breach of representations, warranties, breaches or negligence of any Suppliers or for any personal injuries, death, property damage or other damages or expenses as may be suffered and/or incurred by you resulting there from.

The products/services available through this Website are subject to the published terms of the respective Supplier including but not limited to the conditions of purchase and policies relating to subsequent changes, cancellation and refund. Please read the Suppliers' terms carefully before confirming your purchase.

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Any violation of the Suppliers' terms may result in the cancellation of your reservation, in you being denied access to the applicable product/services, in the forfeiture of any your monies paid for such reservation, and/or in our debiting your account for any costs we may incur as a result of such violation by you.

By making a booking or purchasing the products/services of the Supplier, you are deemed to have read, understood and agreed to be bound by the products/services.

Further and in addition to the Suppliers' terms, certain sections or pages on this Website may contain additional and/or separate terms and conditions, which are different from these terms. In the event of a conflict, the additional and/or specific terms and conditions shall prevail for those sections or pages.

By making a booking for yourself or on behalf of others via this Website, you hereby warrant that:

- You are the age of majority in your country of residence and at least eighteen (18) years of age;
- You possess the legal capacity and authority to form a binding contract and have the authority to accept and contract on behalf of all members of his or her party by the terms of these Terms & Conditions;
- You will use these Website and products/services in accordance with these Terms & Conditions; and
- All information supplied by you to the Website is true, accurate, current and complete.

You hereby agree to indemnify TUI from any loss, damage, costs, expense, liability and claims which may be suffered and/or incurred by TUI resulting from your use of this Website in breach of any of these Terms & Conditions.

In no event shall TUI be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of this Website or with the delay or inability to this Website, or otherwise arising out of the use of this Website. This limitation of liability shall apply as permissible by law.

## Intellectual property rights

The content, text, images, graphics, sound files, animation files, video files, and their arrangement on this Website are all subject to copyright and other intellectual property protection.

The copyright in the materials contained on this Website (including but not limited to the software, text, data, html codes and other codes on this Website) belongs to TUI or its licensors including Qatar Airways Group Q.C.S.C and Qatar Airways Holidays W.L.L. These materials may not be copied for commercial use or distribution, nor may these materials be modified, transmitted, displayed, reproduced, published, or reposted to other sites or otherwise used for any public or commercial use without the prior express written permission of TUI. You may print, copy, download or temporarily store extracts from this Website for your personal use only. All the trademarks, service marks and logos displayed on this Website are the registered, pending registration and/or unregistered trademarks of TUI or TUI's affiliates or the respective third party proprietors as identified in the Website. Unless the express prior written consent



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of TUI or the relevant TUI's affiliate or third party proprietor has been obtained, nothing contained on the Website shall be construed as granting any license or right for you to use, copy or modify such trademarks, service marks or logos. The Qatar Airways or Qatar Airways Holidays word marks, logos or trademarks on this Website are owned by Qatar Airways Group Q.C.S.C and any such use by TUI is under license.

### Links to third-party sites

This Website may contain links to other sites that are independently owned, maintained or operated by third parties that are not under the control and/or supervision of TUI ("**Linked Sites**"). The links are provided for your convenience only and shall not be interpreted as a recommendation and/or endorsement by TUI of the contents of the Linked Sites and/or any products and/or services appearing on and/or provided through such Linked Sites.

The use of a Linked Site shall be subject to the terms of use and privacy policies stipulated by the operator of each Linked Site that you should review.

TUI hereby expressly disclaims any responsibilities and makes no warranties (express or implied) in respect of the contents, materials, products or services posted or offered at any of the Linked Sites. Your access and use of any such Linked Sites and their content, materials, products or services is solely at your own risk. TUI shall not be responsible or liable, directly or indirectly, for any loss, expense or damage suffered by you resulting from your use or reliance on such content, materials, products or services of the Linked Sites.

### Disclaimer and limitation of liability

All contents or materials, information and functions contained on this Website are provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, TUI disclaims all warranties, endorsements or representations, whether express or implied, including but not limited to the following:

- The correctness, accuracy, adequacy, reliability, completeness and usefulness of any contents, materials or information contained on this Website
- The merchantability, fitness for use, fitness for a particular purpose and/or non-infringement of third-party rights of any contents, materials or information contained on this Website
- That the access to this Website will be uninterrupted or that there will be no downtime, delays, failures, errors or omissions or loss of information as this Website is transmitted to you
- That no viruses or other contaminating or destructive materials or elements will be transmitted or that your computer system will not be damaged from accessing and/or using this Website.

To the fullest extent permitted by law, TUI shall not in any manner be held responsible or liable, whether directly or indirectly, for any losses, damage or expenses as may be suffered by you resulting from or in connection with

- Your reliance on any of the contents, materials or information on this Website

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- Your access or use of, or inability to access or use this Website and/or the products or services obtained through this Website
- Any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure to this Website.

In the event where TUI is found to be liable to you, to the maximum extent permitted by law, TUI's liability shall be limited, at our sole option, to either of the following:

- Resupply of the products/services
- Payment in lieu to the cost of resupplying the products/services

Without prejudice to the above, the total aggregate liability of TUI to you, whether in contract, tort (including negligence) or otherwise for any loss or damage of any kind shall, to the maximum extent permitted by law, be limited to the maximum sum of MYR 5,000.00 only.

## Providing Information

You must ensure all information you give is correct. We'll use the personal data you give us in line with our Privacy Notice. You must pass on any information we give you to everyone travelling. You must comply with all passport, visa and other immigration requirements. Your passport and travel documents must be in good condition – you may be refused travel if they are damaged. If you are not self-reliant or have reduced mobility (like finding it hard to walk 500 metres) you must tell us before you book and if this changes tell us at least 48 hours before your holiday.

## The price you pay

Prices shown on this Website may vary depending on the availability of the products/services and other factors. The Suppliers may update the prices of their respective products/services from time to time. Available prices may also include taxes and other charges, and the respective Supplier may also impose additional charges pursuant to any special requests as may be made by you.

You shall be solely responsible for verifying the total costs to be paid for the selected products/services, and such other Supplier's terms as may be notified to you when the confirmation email is sent.

For all forms of reservation, you must pay within the stipulated time limit, failing which TUI shall reserve the right to cancel your booking.

In addition, your bank may impose additional fees or charges on your card transactions on our Website. These fees are not included in the total price displayed on our Website and are not collected by us. You are liable for paying any fees that your bank may charge you. We advise you to contact your bank for more information about their fees and charges.



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## Promotions

TUI may offer promotions on this Website from time to time. Please note that these promotions may involve different conditions and requirements, as may be stipulated by TUI or TUI's affiliates.

Promo codes promotion:

Promo codes may be made available by TUI from time to time to offer additional savings on selected product/services offered by selected Suppliers.

Such promo code promotion may be subject to a minimum spending requirement, or such other terms and conditions as may be stipulated by TUI on this Website. The promo code promotion may also be subject to availability on a first-come-first-served basis.

Promo codes are valid for the duration of the respective promotion only and only one promo code may be used for each booking. In the event where multiple promo codes are available at the same time, they are not cumulative, and it is at your discretion to select the coupon code that you wish to apply.

Promo codes are not exchangeable for cash, non-transferable and non-refundable.

TUI reserves the absolute right to amend or withdraw a promo code promotion at any time without prior notice and without assigning any reason whatsoever.

## Booking Your Holiday

Bookings must be made in the Travelers' names as they are displayed in their passport. Name changes/changes of Traveler(s) are generally not allowed after booking. Suppliers may charge a fee, which has to be paid in addition our Admin Fees (see also chapter Fees).

Travelers will be asked for passport or ID at time of check-in, boarding, and entry to a service. If the name in the booking and the Travelers' passport/ID do not match, the Traveler may be required to make a new booking at their own cost. In the event of an error or mistake being made caused by You or by unavoidable and extraordinary circumstances, we reserve the right to cancel any confirmed booking within a reasonable time and refund monies paid by you in relation to such booking (if applicable), without any liability to us.

## Booking Confirmation

Your booking is confirmed after full payment of the package price is received by us and a booking reference number and ticket(s) and/or vouchers are issued as stated in the booking confirmation email sent by us.

If Customers do not receive a confirmation email after 24 hours of placing the booking, they must contact the Customer Service team.

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Confirmations of a booking include the essential elements such as the description of the products/services booked and the price. It will be sent to the Customer to the email-address provided during the booking process.

It is expressly agreed that data stored in the information systems of TUI and/or its Suppliers shall constitute proof with respect to the bookings made by the Customer. Data stored in computers or electronic media are valid proof and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

## Hotel Bookings

Taxes and surcharges are generally included in the product price. There may be exceptions where tax must be paid locally upon check-in as required by local regulators and authorities. The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally must be paid locally. The Travelers are exclusively responsible for paying such additional taxes. The amount of taxes can change between booking and stay dates. If taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

If your trip involves any international destinations, it is your responsibility to ensure that you have the relevant visa or transit visa and travel with a passport with validity of at least 6 months, and that you comply with all immigration requirements.

In the event you fail to check-in on the check-in date and within check-in times, the booking will lapse and not be substitutable for other hotels, or refunded, nor any credit will be given for any unused portion of the booking and cannot be used for future purchases.

Any special requests made by the Customer including but not limited to non-smoking rooms / adjoining / interconnecting / disabled room will be made known to the hotel. These are subject to availability and at the discretion of the hotel.

The products/services are subject to the rules and restrictions of the Suppliers offering the accommodation which will be made available before booking.

Prices shown on the Website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

Hotels typically require a deposit at check-in. Such deposit is directly with the hotel and not part of prices stated by and payment to TUI.

Star ratings are only a general guide. You should be aware that these are not necessarily the official local rating and that standards can vary between hotels and accommodation of the same class in different countries, and even in the same country. Different countries have different standards; a 3-star hotel in one country is not necessarily equivalent to a 3-star hotel in another.

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It is possible that, from time to time activities advertised by the Supplier that are shown in the description of the hotel on the Website are cancelled, for example as a result of unfit weather conditions or other reasons beyond the Supplier's reasonable control, during out-of-season stays, or if the required number of participants for the activity is not achieved. Where sightseeing is concerned, the sequence of the various tourist attractions and actual sights is shown only as an indication. This can be changed by the Suppliers, and there is no guarantee whatsoever.

If hotel meals are part of a booking, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the booking. Hotel stays which include main meals generally commence with dinner on the day after arrival at the hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made. All meals are subject to the Suppliers' terms and conditions. Please note that normally drinks are not included with meals, and any beverages must be paid for by you and are not included in the price you pay for your booking, unless explicitly stated to the contrary in the Suppliers' terms and conditions. This applies for alcoholic and non-alcoholic beverages as well as for water only. Parents are advised to bring the appropriate dietary-products for their infants, as such might not be available locally.

### Flight + Hotel bookings

Taxes and surcharges are generally included in the product price. There may be exceptions where tax must be paid locally upon check-in as required by local regulators and authorities. The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally must be paid locally. The Travelers are exclusively responsible for paying such additional taxes. The amount of taxes can change between booking and stay dates. If taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

If your trip involves any international destinations, it is your responsibility to ensure that you have the relevant visa or transit visa and travel with a passport with validity of at least 6 months, and that you comply with all immigration requirements.

In the event Travelers fail to show up for their flight's relevant check-in or boarding times, or fail to check-in the hotel on the check-in date and within check-in times, the booking will lapse and not be substitutable for other flights or hotels, refunded, nor any credit will be given for any unused portion of the package and cannot be used for future purchases.

Any special requests made by the Customer including but not limited to non-smoking rooms / adjoining / interconnecting / disabled room will be made known to the hotel. These are subject to availability and at the discretion of the hotel.

The products/services are subject to the rules and restrictions of the suppliers offering the accommodation which will be made available before booking.

Prices shown on the Website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

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It is possible that, from time to time activities advertised by the Supplier that are shown in the description of the hotel on the Website are cancelled, for example as a result of unfit weather conditions or other reasons beyond the Supplier's reasonable control, during out-of-season stays, or if the required number of participants for the activity is not achieved. Where sightseeing is concerned, the sequence of the various tourist attractions and actual sights is shown only as an indication. This can be changed by the Suppliers, and there is no guarantee whatsoever.

If hotel meals are part of a booking, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the booking. Hotel stays which include main meals generally commence with dinner on the day after arrival at the hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made. All meals are subject to the Suppliers' terms and conditions. Please note that normally drinks are not included with meals, and any beverages must be paid for by you and are not included in the price you pay for your booking, unless explicitly stated to the contrary in the Suppliers' terms and conditions. This applies for alcoholic and non-alcoholic beverages as well as for water only. Parents are advised to bring the appropriate dietary-products for their infants, as such might not be available locally.

All Flight + Hotel bookings confirmed are subject to TUI's Terms & Conditions, Qatar Airways' Conditions of Carriage (to be found here: <https://www.qatarairways.com/en/legal/conditions-of-carriage.html>) and the respective hotel policies and Terms & Conditions as notified to and to be accepted by the Customer in the booking process.

Travelers are responsible for complying with the instructions of Qatar Airways, with respect to flight check-in and boarding times. In particular, Travelers acknowledge and agree that:

- Flight times may change at the discretion of Qatar Airways. It is important to reconfirm your flight departure times and terminal with Qatar Airways at least 24 hours before departure.
- The operating airline, the flight schedule, the aircraft type, the itinerary and possible intermediate stops are only given as an indication of the outbound and inbound flights of the booking and can be subject to change. Changes may include operating airline, flight schedule, aircraft type, intermediate stops (including change of aircraft at intermediate stop), even after confirmation was sent.
- Above changes and schedule changes of up to 12 hours are not significant and do not entitle for cancellation, refund, compensation, or any booking amendment.



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Schedules shown are based on expected flying times as indicated by Qatar Airways. Because weather and other factors may affect operating conditions, departures and arrivals cannot be guaranteed nor are the responsibility of TUI.

TUI has no control over the allocation of seats on any air transport, even if pre-booked with the airline, and does not guarantee that specific seats will be available on departure.

If Customer books a round trip journey and does not use the outbound flight, the airline may cancel the return flight without refund. This also applies if the return flight is not taken and insofar as the travel is not taken at all. The Customer must use flight coupons in sequence.

Additional charges may be imposed by Qatar Airways for meals, luggage, seat selection, etc. TUI is not responsible for such charges and charges may be amended by Qatar Airways at any time.

The Customer must comply with Qatar Airways' rules and restrictions on the carriage of pregnant women.

Qatar Airways reserve the right to assess additional charges that could include an additional ticket purchase for passengers who may be too large to comfortably sit in one seat.

Customer and Travelers must comply with Qatar Airways' rules and restrictions on the carriage of children. Children older than 2 years on the return date must have a return ticket at a child fare for both the outbound and inbound flights. Customers who do not comply with this will not be eligible for a refund of any seat charges incurred during travel. Children under 2 years will not be allocated their own seat in the aircraft, unless a child fare has been booked for them. Children older than 11 years on the return date must have a return ticket at an adult fare for both the outbound and inbound flights. Unaccompanied minors will only be carried in accordance with Qatar Airways' rules and restrictions.

Qatar Airways' reserve the right to assess an additional charge at the time of check in for additional pieces of luggage, overweight or for non-standard luggage. Examples of non-standard luggage include, but are not limited to the following: Sporting goods and equipment (e.g. golf clubs and skis), Tools, Musical instrument cases, Trunks, Large portfolios, Boxes, Car seats, Animal carriers (animal handling charge may apply). For more information visit [qatarairways.com/baggage](http://qatarairways.com/baggage).

The Customer is reminded that Qatar Airways' liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by Qatar Airways' rules and restrictions including Qatar Airways Conditions of Carriage.

Any costs due to denied booking or carriage based on Qatar Airways Conditions of Carriage or Qatar Airways applicable policies are in the responsibility of the Customer. Neither TUI nor Qatar Airways Group Q.C.S.C. assumes any such liability.

Electronic flight ticket

An electronic ticket is a ticket with no physical form. When using this type of ticket, Travelers may check-in online on Qatar Airways website (where permitted by Qatar Airways), via phone using the Qatar

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Airways mobile application or via check-in desk of Qatar Airways. Customers must strictly observe the times for check-in.

## Tours & Activities

Through this Website, you may purchase vouchers from TUI for the Services ("Vouchers") offered by the Tour & Activity Supplier ("Operator/s") in the various destinations. Subject to the policy of the Operator, you will receive an email confirmation of your purchase that may contain a Voucher, a confirmation number and a printable version of your Voucher.

In order to use your Voucher, you must appear in person at the meeting point designated by the Operator on time, and present such documents and/or information as may be required by the Operator, that may include your confirmation number and/or your printed Voucher. If you fail to appear on time to provide the required documents or information, no refunds will be granted.

Vouchers are admission tickets to one-time events: the date(s) and time(s) on which a Voucher can be used will be stated on the Voucher. If you do not use your Voucher on or by the date(s) noted on the Voucher, except where expressly set forth therein, no refunds will be granted.

An Operator may also require you to provide an identification document bearing your photo in order to use your Voucher. Neither TUI nor the Operator is responsible for lost, destroyed or stolen Vouchers or confirmation numbers. Vouchers will be void if the products/services to be provided are prohibited by law. If you attempt to use a Voucher in an unlawful manner (e.g., you attempt to use a Voucher for a wine tasting when you are under the legal age to do so), the Operator may refuse to accept your Voucher, and no refunds will be granted.

The terms and conditions for each Voucher may vary amongst Operators and any restrictions that apply to the use of such Voucher, including but not limited to a minimum age requirement, will be conveyed to you at the time of purchase on the Website.

## Transfers

Through this Website, you may purchase Vouchers from TUI for Airport Transfer offered by the Operators in the various destinations. Subject to the policy of the Operator, you will receive an email confirmation of your purchase that may contain a Voucher, a confirmation number and a printable version of your Voucher.

In order to use your Voucher, you must appear in person at the meeting point designated by the Operator on time, and present such documents and/or information as may be required by the Operator, that may include your confirmation number and/or your printed Voucher. If you fail to appear on time to provide the required documents or information, no refunds will be granted.

Vouchers are admission tickets to one-time events: the date(s) and time(s) on which a voucher can be used will be stated on the voucher. If you do not use your Vouchers on or by the date(s) noted on the Voucher, except where expressly set forth therein, no refunds will be granted.

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An Operator may also require you to provide an identification document bearing your photo in order to use your Voucher. Neither TUI nor the Operator is responsible for lost, destroyed or stolen Vouchers or confirmation numbers. Vouchers will be void if the products/services to be provided are prohibited by law. If you attempt to use a Voucher in an unlawful manner, the Operator may refuse to accept your Voucher, and no refunds will be granted.

The terms and conditions for each Voucher may vary amongst Operators and any restrictions that apply to the use of such Voucher, including but not limited to a minimum age requirement, will be conveyed to you at the time of purchase on the Website.

Please note that vehicle types of Transfers do not guarantee a specific brand/vehicle, but represent only a category of vehicles.

## Combined Bookings

If you combine multiple products/services and make a combined booking ("Holiday Package"), the respective sections of our Terms and Conditions apply cumulatively. Please refer to each and every relevant section before booking your Holiday Package, in particular:

- Hotel bookings
- Flights + Hotel bookings
- Tours & Activities
- Transfer

If you book a Holiday Package please note that Holiday Packages may only be cancelled as a whole, and exceptions may only apply for the Tour & Activity or Transfer component of your Holiday Package. The Cancellation Policies applicable for your booking will be provided to you during the booking process and on your booking confirmation. More details can be found in the section "If you cancel your Holiday".

## If You Cancel Your Holiday

You may cancel your booking at any time, subject to payment of any Supplier imposed fees, our Admin Fees set forth below and any applicable Cancellation Fees.

The relevant Cancellation Fees and terms will vary depending on the type of product/service purchased, the Supplier, and the timing of cancellation. For example, **certain products/services of your booking**, such as Flights + Hotel, Hotel stays, Tours, Transfers, Activities, Event Vouchers or entry tickets, flight or accommodation options, room/board upgrades, early check-in/late check-out rooms, airport parking, etc., **might be non-refundable and Cancellation Fees can be up to 100%** of the price you paid for that product/ service. In addition, Suppliers may permit cancellation of individual products/services whereas the Hotel and Flight components of a Holiday Package may never be canceled separately and can only be canceled together.

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**The Cancellation Fees applicable for your booking and its refundability will be provided to you during the booking process at checkout (“Cancellation Policies”). You must read and accept the Cancellation Policies to continue the booking process and make your booking.**

When your booking has been cancelled successfully you will receive a cancellation invoice.

### If We Cancel Your Holiday

TUI reserves the right to cancel a booking at our sole discretion and for any cause without giving reasons for the rejection/ refusal/ cancellation. The causes may include but not limited to the following:

- Breach of the Terms & Conditions by you
- Suspicion of criminal activity (including but not limited to unauthorized use of a credit or debit card), fraud or theft
- Product/ services not being available or no longer being made available by the supplier, or where the supplier has provided inaccurate price and/or information relating to their products/services
- The provision of inaccurate, erroneous or misleading information by you
- Problems with credit card electronic communications, information or transactions

In certain cases, we may require additional information or verification to validate and confirm the booking. If you choose not to submit the required additional information, reservations will not be completed and will be voided. In the event a supplier was to cancel an element of a booking, TUI may at its absolute discretion either choose to cancel that particular booking as a whole or substitute it with another element which is substantially equivalent to the cancelled element. TUI shall not be liable to any cancellation of an element by a supplier and/or the consequences of that element cancellation.

### If You Change Your Holiday

You cannot make any changes to your booking other than such explicitly set forth in these Terms and Conditions or the respective Suppliers’ terms and policies. If allowed, the change may include additional charges and fees imposed by the supplier (in addition to our Admin Fees set forth in these Terms and Conditions).

Certain Suppliers may allow a “change” but treat that “change” as a “cancellation” and impose cancellation fees which can be up to 100% of the price for that part of your booking.

In order to make changes to your booking, you must pay any applicable Supplier imposed fees, in addition to our Admin Fees set forth in these Terms and Conditions.

Any change of your booking will render the initial amount paid forfeited. When changing your booking, you may also lose whatsoever benefit(s) that you may initially be entitled to from the original Flight + Hotel portion (including but not limited to any price reductions, savings made and promotion benefits). There might be a date and time imposed until which you can request a change. Payment of any cost associated with the change must be done prior to that date and time for the change to be possible.



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## If We Change Your Holiday

We aim to give you what we promise but, as we plan our holidays a long time in advance, sometimes things can change. We can make a change at any time but will let you know before your holiday if there's time.

Flight times given are for guidance only – your actual times will be shown on your e-ticket. Check that carefully when you receive it. Aircraft type can change and some facilities such as entertainment or advertised seat pitch may not be available. If we can't provide a seat option, we'll refund the price you paid for that option.

Occasionally, we may have to make a major change to your holiday such as a change of destination, a downgrade of your accommodation by one full star rating, a change in flight time by more than 12 hours or a change of UK departure airport. A change in flight time that we need to make within 24 hours before you are due to fly is not a major change unless the time changes by more than 24 hours.

If we tell you about a major change after you book your holiday, you can accept the new arrangements offered by us; or accept a replacement holiday from us of the same or similar standard and price at the date of the change (we'll always refund the difference in price if the replacement holiday is a lower price at the date of the change), if we are able to offer you one; or cancel your holiday with us and receive a full refund.

If we make a major change, and you choose to cancel your holiday and receive a full refund, we'll pay the compensation shown below, unless the change is because of an event beyond our control. Any compensation payable is based upon how many days before your holiday departure we tell you about a major change. We'll pay 50% of the compensation for each person who paid a child price. No compensation will be paid for free child places.

How long before your holiday we tell you about a major change	Compensation per person
84 days or more	0
83 - 29 days	£25
28 - 15 days	£35
14 - 8 days	£50
7 - 0 days	£100

Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, any failure to secure relevant flying rights, natural or nuclear disasters, fire, health risks, unavoidable and unforeseeable technical problems with transport, closed or congested airports or ports, actual or potential severe weather conditions, the imposition of sanctions or other Governmental action and any other similar events.



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## Refunds

Any refunds (after the deductions of all applicable fees) to the Customer will be transferred back via the payment method used to make the booking. Please note that refunds are dependent on the payment processors and credit card systems and may take up to 1 month.

## Admin Fees

For any changes, and cancellations of all or parts of your booking (if applicable), in addition to any applicable cancellation fees and any cost, charges and fees a supplier might impose, **the following administration fees (collectively, the “Admin Fees”) shall apply:**

Admin Fees	Cancellation with Refund	Name Typing Error Correction	Any Changes
Per	Per Traveler of Booking, per Refund	Per Traveler Affected	Per Traveler of Booking
GBP	25	25	25

Fees shall be applied in the currency in which the booking was made.

## Earning Avios - Accrual

The Customer making the booking (“Who makes the booking?”) can, subject to the following provisions and the applicable Qatar Airways Privilege Club Terms & Conditions to be found at

<https://www.qatarairways.com/en/Privilege-Club/terms-and-conditions.html> (the “Qatar Airways’ T&Cs”), earn Avios for all products/packages purchased via this Website for their Qatar Airways Privilege Club account. This does also apply to Qatar Airways codeshare flights.

The number of Avios that you can collect is based on the value of the products that you selected. Any changes to the products selected could change the value of the booking and the number of Avios that you can collect. The number of Avios will be finalised after payment has been completed and you have taken your trip or used the products that you booked. For more details, please see the Terms & Conditions and the Privilege Club Terms & Conditions. Avios cannot be earned for:

- lost, refunded, forfeited, unused or expired bookings, tickets, vouchers, or products
- bookings cancelled by customer
- bookings cancelled by TUI due to a Force Majeure event
- purchases not from TUI but to another party directly, e.g. excess baggage charges paid to the airline, extras or upgrades at the accommodation





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Avios will be credited between 4 to 8 weeks after completion once your booked trip/products were completed.

You are responsible for ensuring that any Avios have been properly credited to your Account. You can check your statement online at [Avios.com](https://www.avios.com).

If Avios have not been credited to your account, you may submit a claim for the missing Avios to TUI's Customer Service. You must submit your claim within six (6) months of the completion date of your booked trip/products. If the claim is valid, it may take 4 to 8 weeks for Avios to be credited to your Qatar Airways Privilege Club account.

Please see and note further the applicable Qatar Airways Privilege Club Terms & Conditions at <https://www.qatarairways.com/en/Privilege-Club/terms-and-conditions.html>. In case of inconsistencies between these T&Cs and the Qatar Airways Privilege Club Terms & Conditions, the provisions in these Terms & Conditions shall prevail.

## Spending Avios – Redemption

Subject to the limitations set out in Qatar Airways' T&Cs, Avios can be redeemed for all products/packages purchased via this Website.

You may also redeem a lower number of Avios for products/packages purchased and pay the balance in cash. However, the Avios required to purchase a Holiday Booking varies according to the products selected. Members must have the required minimum of 2,000 Avios in order to use Avios for their Holiday Booking payment. The cash portion will be quoted in the applicable currency. This value will be rounded up based on the currency used for payment.

You can redeem Avios through your Account or submit a request from your logged-in area at [qatarairways.com/PrivilegeClub](https://qatarairways.com/PrivilegeClub) by contacting our designated Privilege Club Member Service Centre before completing the Holiday Package booking and the payment process. Your Avios must be credited to your Account and be valid when you undertake the booking. Expired Avios cannot be redeemed.

The value of Avios might change. We reserve the right to adjust the value of Avios according to Qatar Airways' specifications.

## Product/services images

Whilst we endeavour to ensure that property images and descriptions of products/services and facilities displayed on our Website are an accurate and up to date representation, we cannot guarantee this always to be the case as we obtain this information from our Suppliers. The images and information are provided to give a general impression of the product/service.

Images of room types do not necessarily represent the bed configuration of the room being purchased. For example, a triple room in North America may consist of one double bed and one single bed or a

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double room in Austria may consist of two single beds. Also, there may be an additional charge for extra beds or cots.

## Product/services ratings

The rating system on this Website is provided for your reference only, and TUI does not guarantee the accuracy of the ratings. The existing ratings are based on information given by third parties such as suppliers, users or other review websites.

## On Your Holiday

Only you can use your accommodation. You must not let anyone else stay there. You are responsible for any damage to your accommodation or its contents during your holiday.

We can refuse to accept you on your holiday or continue dealing with you if we, or someone in authority, believe your behavior (by any form of communication or in person) is disruptive. The Captain of your aircraft or ship can restrict your movements on board or remove you.

If you are disruptive and stopped from boarding your flight from the UK, or disruptive during your flight, we'll treat your booking as cancelled by you at that moment. If you are disruptive on your holiday we can remove you from your accommodation and you will be responsible for your own return home and for any other members of your group who cannot or will not travel without you. You will not be entitled to a refund in either case and we will not provide compensation or meet any costs or expenses.

If you are disruptive you will be responsible for any damages, costs and expenses (including legal expenses) incurred as a result. This can include cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

Disruptive behavior includes being threatening or abusive, damaging property, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger.

## If Things Go Wrong on Your Holiday

You benefit from the rights applying to packages under The Package Travel and Linked Travel Arrangements Regulations 2018. We are responsible for all the travel services included in your holiday. If any of them isn't provided as we agreed, we'll pay you compensation, if appropriate, unless it's due to an event beyond our control (see 'Events Beyond Our Control'), is your fault or is caused by a third-party.

If you are in difficulty on your holiday we'll help by providing information on health services, local authorities and consular assistance. We'll help you make phone calls, send emails or make alternative travel arrangements. You must pay any costs we incur if the difficulty is your fault.

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## Personal Injuries

Your booking is made up from services provided by Suppliers who follow local standards. Safety standards in the country of your destination might be lower than in your country of residency.

If anyone travelling suffers injury, illness or death because of the services provided as part of your booking, you must tell us and the Supplier involved about it and complete a report at the time. After your Holiday you can contact Customer Support. It must be no more than 3 months after you come home so we can investigate properly.

## If You Have A Complaint

It is very rare for things to go wrong. If they do, you must tell the supplier in question (e.g. the hotel) and our representative straight away so they can solve the issue. If our representative isn't available, you should contact our TUI Customer Service. If you're still not satisfied, contact TUI Customer Service within 28 days of coming home so we can investigate properly. You can find all contact details in the "Contact Us" section below.

We usually solve any issues but you can use ABTA's scheme for resolving disputes at [www.abta.com](http://www.abta.com).

## Insurance

The prices on the Website do not include travel insurance. We therefore recommend to take out insurance that covers the consequences of certain cases of cancellation (travel cancellation insurance).

The Customer shall be advised that travel cancellation insurance typically does not cover damages resulting from the interruption of the Holiday after its commencement, even if the interruption is not the Customer's fault. A separate travel interruption insurance is usually required.

When traveling abroad, TUI also recommends to take out global health insurance with adequate coverage in place for the destinations of travel.

It is the Customer's responsibility to ensure any insurance policy taken out is adequate to cover their requirements.

## Travel Agent Liability

TUI purchases flight, transportation, accommodations and other travel products and services from various independent suppliers that are not subject to its control, including but not limited to Wholesalers, Qatar Airways, hotels and other suppliers providing travel or other services for TUI. Neither TUI, its affiliates, owners, officers, agents, employees and contractors, nor any associate organization shall be held liable for any act, default, injury (including personal injury, emotional injury, or death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or



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their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of TUI, or of any persons for whom it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, TUI cannot be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of TUI. In no event will TUI be responsible for incidental, consequential or special damage or loss suffered by any person. TUI's maximum liability, for any reason whatsoever, will be limited to the amount paid to TUI for its services. In issuing tickets and coupons for transportation of the purchaser by any means and making arrangements for hotel or other accommodation, TUI is not acting as principal but only as agent for the companies, corporations or persons providing or offering the means of transportation and accommodation. To the extent TUI shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation. You further understand that TUI neither owns nor operates such third-party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold TUI responsible for their acts or omissions.

Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions. Without limiting the generality of the foregoing.

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

### Governing law, jurisdiction and limitation of action

These Terms & Conditions are governed exclusively by and are to be interpreted in accordance with the Laws of England and Wales. You submit to the exclusive jurisdiction of those courts. You can choose the law and jurisdiction of Scotland or Northern Ireland but only if you live there.

You agree that you will bring any claim or cause of action arising from or relating your access or use of this Site within two (2) years from the date on which such claim or action shall arise or accrued, failing which you shall be deemed to have irrevocably waived your cause of action against TUI.

### Miscellaneous

TUI shall not be held liable for any non-performance or violation of these Terms, or any damage or harm to users caused by act or condition beyond its reasonable control ("Force Majeure Event"). Force Majeure

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Event shall include but not limited to natural disaster, epidemic, riot, war, embargo, sanctions, changes in laws or regulations, civil disorder, labour strikes, government imposed travel restrictions (at our origin or at your destination) and so forth.

If any one or more of the provisions of these Terms is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not be affected in any way or impaired thereby.

Failure by TUI to enforce any provision of these Terms at any time shall not be construed as a waiver of TUI's right to enforce the breach of such provision or any other provision in these Terms, or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provisions of these Terms.

## Privacy And Cookies

We want you to be confident that your data is safe and secure with us, and understand how we use it to offer you a better and more unique and inspiring experience. See the TUI Privacy Notice for more information. Cookies are small data files uploaded on your device when you visit any website or mobile app. Cookies allow a website or a mobile app to collect and store a range of data on your desktop computer, laptop or mobile device. Cookies help us to provide important features and functionality on our Website and mobile apps, and we use them to improve your customer experience. See the TUI Cookie Notice for more information.

## Contact us

All notices, demands or other communications required to be given or made to TUI shall be made in writing and delivered by personal service, prepaid registered post or email at the address, and/or email address as set out hereunder (or to such other address and/or email address as may be notified by TUI to you from time to time).

Tel: +44 154 2280208

Email: [customer.qatarairwaysholidays@tui.com](mailto:customer.qatarairwaysholidays@tui.com)

Mail: TUI International Holiday (Malaysia) Sdn. Bhd.

A-38-11 & A-39-11, Menara UOA Bangsar, 5 Jalan Bangsar Utama 1, Taman Bangsar, 59100 Kuala Lumpur, WP Kuala Lumpur, Malaysia

## Protecting Your Money

We provide security for the money you pay for your holiday and to bring you home if we become insolvent. If your holiday includes a flight, we do this by way of an ATOL (number 11852) managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR. We've tried to write Our Agreement clearly. Unfortunately, rules make us include the next three paragraphs exactly as they're written.

Your Financial Protection. When you buy an ATOL protected flight inclusive package from us you will

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receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

All money you pay to a travel agent for your holiday is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

## ATOL Certificate

"All the flight-inclusive holidays on this website are financially protected by the ATOL scheme under TUI International Holiday (Malaysia) Sdn. Bhd. ATOL number 11852. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: [www.caa.co.uk](http://www.caa.co.uk). ATOL protection does not apply to the other holiday and travel services listed on this website.

In relation to ATOL Certificates, the Lead Customer will receive an email including a secure clickthrough link to their ATOL Certificate shortly after booking payment has been completed. In the unlikely event that the Lead Customer has not received the ATOL Certificate email within 48 hours of completing their booking payment, the Lead Customer should contact our customer service.

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