## Client Name Silver Horizon Travel Co-operative Ltd (SHTC)

## GENERAL BOOKING TERMS & CONDITIONS

Every tour participant (member or otherwise of SHTC) is deemed to have read and understood the general booking terms and conditions set by ISE Travel (The Company) and agrees to abide by them during the time of acceptance of your booking.

# DEPOSIT AND PAYMENT

To confirm your booking, a non-refundable deposit (as specified by SHTC) is payable at the time of booking and the balance sum (total package price less deposit) must be made to the Company:

Up to 100% of package price not less than 45 days before departure date.

In the event of default in effecting payment of the balance sum by the said time period, the booking may be cancelled by the Company at its sole discretion and you shall waive all rights of recourse against the Company. For bookings made less than 45 days before departure date, full payment shall be made upon booking.

# TRAVEL DOCUMENTS - VISA & IMMIGRATION CLEARANCE

It is your responsibility (and those travelling with you) to ensure that valid travel documents and requisite visa approvals have been obtained before departure. Where there is a requirement for production of vaccination and health certificates, you will be advised to make the necessary preparations well in advance. The Company accepts no responsibility for any delay or complications due to non-compliance or non-fulfillment of immigration, health or other governmental requirements on your part. The Company will assist in your application wherever possible and necessary. However it does not guarantee approval of visa application or entry into the country. In instances where the Company is assisting you to make the necessary entry applications, you expressly agree that you shall not hold the Company responsible if such application is rejected for whatever reason.

# TRAVEL INSURANCE

The Company strongly urges every group member to enroll with a required medical insurance plan covering hospitalization, Pre Existing Illnesses and Emergency Medical Evacuation through an approved insurance company. This coverage is valid only for traveling to the same geographic destination for the same number of days by the same mode of transportation. If more insurance coverage is required (for yourself as well as those travelling with you) to cover over and above the approved insurance, ISE Travel would be happy to recommend an appropriate policy.

# CANCELLATION BY COMPANY & REFUND POLICY

The Company reserves to itself the sole right to cancel any tour due to insufficient number of participants or due to factors beyond the reasonable control of the Company such as but not limited to natural disasters, pandemic variants, labour strikes, war, civil unrest and disorders, etc. In the unlikely event of cancellation of tour, the Company shall endeavour to notify you soonest possible if cancellation should be necessary due to factors beyond the reasonable control of the Company. The Company shall endeavour to recommend or provide alternatives for your consideration but should you decide not to accept the alternatives, you shall be entitled to a refund of all monies paid by you to the Company after deducting expenses incurred (if any) for visa and other applications made on your behalf. Neither party shall have any claim against the other thereafter.

# CANCELLATION BY CUSTOMER

You may cancel your booking at any time provided notice of cancellation is given in writing. As the Company would have made arrangements in reliance on your prior booking, the following cancellation charges must be borne by you:

For cancellation received at least 45 days before departure … 50%\*

For cancellation received between 30 & 44 days before departure … 100%\*

\* or deposit whichever is higher

*However in the event that arrangements were confirmed with a supplier with a different cancellation/deposit terms (especially low cost carriers) from the above stated, we will advise you accordingly prior to making reservations. In this case, the cancellation policies of the above plus the supplier involved will apply.*

# REFUND OF UNUSED SERVICES

Should you decide not (or unable) to utilize the accommodation, meals, sightseeing tours, transport or other services included in the package fares during the course of the tour, no refund or exchange shall be allowed.

# AIRPORT CHARGES, SURCHARGES & TAXES

Unless expressly included in the negotiations and confirmed in the quotation acceptance, all airport charges, surcharges and taxes imposed by airport, custom or other authorities are usually included in our package price. However should there be a sudden announcement of increase in related charges, taxes and surcharges after the quotation has been accepted, these shall be at your responsibility.

# CHANGES, TRANSFERS & DEVIATIONS

You are requested to minimize any changes or deviations after bookings have been made as it may impact the arrangements made by the Company. Whilst the Company will endeavour to accommodate any proposed request for change made by you provided adequate prior notice in writing is given, it reserves to itself the right to impose an administrative charge for the service. If the proposed change or deviation results in a cancellation of the booking or part thereof, the cancellation charges must be borne by you.

# CHANGES INITIATED BY THE COMPANY

The Company makes every effort possible to avoid changes in itinerary but should changes be necessitated by factors beyond the reasonable control of the Company including (but not limited to) war, civil disorder, changes in airline schedules, weather or local conditions, the Company shall be entitled to do so subject to notice being given as soon as possible and the Company shall endeavour to substitute a suitable arrangement of similar standard and you shall have no entitlement to compensation of any form.

**CONDITIONS OF CARRIAGE**

In all caseswhere a component of the tour includes travel on scheduled flights in aircrafts or scheduled routes in all other modes of travel, your attention is expressly drawn to the fact that the Company has no direct control over changes in schedules or the manner in which the services are provided and hence you agree that you will not hold the Company responsible for the same.

### COMPANY ACTING AS AGENT

In all cases where the Company is acting as an agent for a principal such as in cases of flight, vehicle-hire or hotel reservations, the Company will not accept any responsibility for any default, delay or deficiency on the part of the principal. In such events, you expressly agree to seek recourse against the principal directly and to the extent as may be allowed by law, you expressly waive all rights against the Company.

**RESPONSIBILITY**

In respect of services provided, the Company only accepts responsibility for such services over which it has full and direct control. The Company does not accept liability or responsibility for any acts, omissions or defaults of other service providers unless the same could have been reasonably avoided by the Company or unless the same is caused directly by the negligence of the Company, its servants or agents.

**LIMITATIONS & EXCLUSIONS**

The Company shall be entitled to rely upon and invoke all limitations and exclusions of liability under all appropriate international conventions and nothing herein contained shall operate to defeat or diminish the Company’s rights in that respect.

**FORCE MAJEURE**

The Company does not accept any responsibility whether in contract or in tort for any injury, damage, loss or expenses caused directly or indirectly by force majeure or other events which are beyond the reasonable control of the Company or which are not avoidable by the exercise of due diligence on the Company’s part including but not limited to war, strike, industrial action, civil disorders, floods, earthquake, severe weather conditions, act of God, act of Government or any other authorities.

**SECURITY & SAFETY CONCERNS**

As different departure points and arrival destinations would have different security requirements, you would be required to comply with the said requirements and the Company shall not be responsible if you should be delayed or refused entry by any country or authorities for any reason whatsoever.

For the safety of all members of the tour group, the Company through its representative shall be empowered to deal with any tour member (in consultation with the teacher in charge) in an appropriate manner (including requiring such tour member to exercise restraint or leave the group) if such person should act or behave in a manner which is unreasonable, violent or detrimental to the enjoyment, interest and safety of the other tour members. In such event, the Company shall not entertain any claims for refund or compensation.

**THIRD PARTY RIGHTS**

For the purposes of the Contracts (Rights of Third Parties) Act and notwithstanding any other provisions set forth in this document, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

**CLAIMS & DISPUTE RESOLUTION**

Should you have any complaint, it is desirable that the same be notified to the Company immediately so that action may be taken to resolve the same expeditiously. Your complaint should preferably be in writing and forwarded to the Company not later than 14 days after completion of your trip.

**SEVERABILITY OF TERMS & CONDITIONS**

Each provision herein is intended to be separate and independent of the others and in the event should any of the provisions herein be determined or adjudged to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions herein shall be unimpaired and shall continue to apply.

**GOVERNING LAW**

This Agreement shall be governed by the laws of the Republic of Singapore and the parties expressly submit themselves to the non-exclusive jurisdiction of the courts of Singapore.

**Date:** **4-Oct-24**