

Terms and conditions

Please read the following conditions carefully. All holidays are sold by us subject to these conditions and the other general information in this booklet, our brochures and quotations. Malaysia Paradise Private Limited (whose administrative office is at 54 South Street, RG1 4RA, Reading, hereafter referred to as 'we', 'us', 'our') offers a number of products and other trading names we use are 'Malaysia Paradise', and 'Malaysia Paradise Travel'. In these Terms & Conditions, 'you' and 'your' means all persons named on the booking form (including anyone who is added or substituted at a later date).

This contract and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday, will be dealt with by the Courts of England and Wales only.

1. Paying for your holiday

(i) Once we have received your initial deposit of £200 (or 15% of the price, whichever is the greater) per person, we will send you your confirmation/account. It is at the point when we send this to you that a valid contract will come into existence between us. Please check your confirmation/final invoice together with all tickets/documents carefully as soon as you receive them and contact us immediately if you think any details are incorrect.

(ii) The deposit is part payment of the holiday and the balance must be paid no later than the date specified on the invoice. This is normally no less than 90 days before the departure date. Please note if we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 3 depending on the date we reasonably treat your booking as cancelled.

(iii) Full payment is required at the time of booking for all bookings made within 90 days of departure.

(iv) For flight inclusive bookings all money paid to one of our authorised travel agents will be held by the agent on our behalf until they are paid to us or refunded to you.

2. If you change your holiday

If, after the contract between us has come into existence, you want to change your holiday we will do our best to pass your request to the relevant supplier, however we cannot guarantee that such changes can be made. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers, and including for example cancellation charges that may be incurred for sectors cancelled. You should note, for example, that a change of name on or other alteration to an airline ticket will usually incur a 100% cancellation and rebooking fee.

3. If you cancel your holiday

If you or any member of your party have to cancel part of the booking or cancel the entire booking once it has been confirmed by us, written notification must be sent to us by recorded delivery post and charges will be applied from the date the letter is received according to the scale below. The charges are applied as a percentage of the total holiday cost excluding amendment charges and insurance premiums, which are non refundable in the event of cancellation.

| Period before departure date within which written notification is received at our office | Cancellation charge as % of package price per person |
|--|--|
| 90 days or more | Forfeit of deposit* |
| 89 - 43 days | 30% |
| 42 - 29 days | 60% |
| 28 - 3 days | 90% |
| 2 days or less | 100% |

*Includes any flight deposit paid.

Alterations or cancellations by you after commencement of travel and unused services.

We will do our best to implement any changes to the tour you request once it has commenced, but we cannot guarantee it will be possible. In the event of such amendments being made you will be liable for any cancellation charges that may be levied for the services originally booked, and for the cost of booking the revised arrangements and the arrangements themselves. As a basic principle, no refunds will be paid to clients who do not complete a tour. However where we ourselves are able to obtain a refund from hotels or principals for services not used, we will pass this onto the client, less any reasonable administration charges.

IMPORTANT NOTE

If you have taken out holiday insurance you may be able to recover the cancellation charges, check your policy for details. Never travel without insurance, the unexpected can always happen, it is your responsibility to ensure you are adequately covered by insurance. The cost is relatively inexpensive and could save you a lot of problems. You must send us details of the policy you do take at least 60 days prior to the date of departure. These premiums must be paid as soon as possible as cover (including cancellation cover) will not be effective until we receive all applicable premiums in full.

4. If we change your holiday

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochures and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after balance due date where you have failed to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where we are forced to do so as a result of 'force majeure' as defined in clause 5 below. We will not cancel after this date for any other reason.

Most changes are minor. Occasionally, we have to make a 'significant change'. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major affect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away*, a change of accommodation area for the whole or a major part of the time you are away, a change of outward departure time or overall length of time you are away of twelve or more hours, or a change of UK departure airport to one which is more inconvenient for you (except as between Gatwick and Heathrow).

* Please note: A change affecting a stay in a hotel during a tour where the hotel itself is not the focus of the tour, does not constitute a significant change.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

(a) (for significant changes) accepting the changed arrangements or

(b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. Please note: Due to the original and individual nature of our holidays it frequently may not be possible to offer you a comparable holiday to that originally booked.

(c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

You must advise us of your decision within 7 days of the date on which we notified you of the material change or cancellation. Please note, the above options are not available where any change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a tour operator, we could not reasonably expect to have a significant effect on your confirmed holiday.

If we have to make a significant change or cancel we will pay you the compensation set out below subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached - in this case we will notify you no less than 90 days before departure. Please note: all escorted group trips are based on group arrangements involving a given minimum number of passengers. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

| Period of notification of change before scheduled departure date | Compensation per person |
|--|-------------------------|
| More than 90 days | Nil |
| 60-55 days | £10 |
| 42-29 days | £20 |
| 28-15 days | £30 |
| 14-0 days | £40 |

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to the point where your holiday arrangements with us commenced. If we are forced by 'force majeure' (see clause 5) to change or terminate your holiday after departure but before the scheduled end of your time away, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

5. Force majeure

We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage (as more fully

described in clause 7(1) below) as a result of circumstances amounting to 'Force majeure'. In these Booking Conditions 'Force majeure' means any event which we or the supplier of the services in question could not foresee or avoid even with all due care. Such events may include but are not limited to war or threat of war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, actual or threatened terrorist activity, industrial action, natural or nuclear activity, adverse weather conditions, fire and all similar events outside our control.

6. Surcharges

We guarantee that we will not impose any surcharge whatsoever at any point for tailor-made bookings. As regards other bookings we guarantee to impose no surcharge whatsoever less than 30 days before departure.

Once the price of your chosen holiday has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, if our costs increase or decrease as a result of transportation costs (e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator) or dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports increasing or decreasing.

Even in the above cases, only if the amount of the increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 4 'Changes and Cancellations by us'. Although insurance (where purchased through us) does not form part of your contract with us or of any 'package', we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another holiday. If you do not tell us that you wish to do so within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We reserve the right to make changes to and correct errors in quoted prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

7. Our responsibility

(1) We promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of

our contract with you are arranged, performed or provided with reasonable skill and care. We will accept responsibility if any death, personal injury, failure or deficiency of your holiday arrangements is caused by any failure by ourselves or our employees (providing they were at the time acting within the course of their employment) or our agents or suppliers (as applicable) to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

(a) the fault of the person(s) affected or any member(s) of their party

or

(b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or

(c) an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see clause 5)

(d) the fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business.

Please note: we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them and any excursion you purchase in resort.

(2) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

(3) We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £150 per person affected as you are assumed to have taken out adequate insurance at the time of booking. Please also see clause 7(4) below.

(4) Where any claim or part of a claim concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier or any stay in a hotel, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended for international travel by air and/or for airlines with an operating licence granted by an EU country, the EU Regulation on Air Carrier Liability for national and international travel by air, the Athens convention for international travel by sea). Please note: Where a carrier or hotel would not be obliged to make any payment to you under the applicable International Convention or Regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim.

When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(5) You must provide ourselves and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out in clause 9 below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

(6) This clause 7 is intended to set out our obligations to you as a tour operator/organiser in the light of the Package Travel, Package Holidays and Package Tours Regulations 1992. Please note, we regret we cannot make any payment to you or any member of your party if the person concerned is not entitled to one from us under these Regulations.

8. Your responsibility

The flight details shown are for guidance only and are subject to change. Final details will be confirmed on your travel documentation, sent approximately 14 days prior to departure. The times shown on all tickets are local times and check in for both outward and return flights is at least 2 hours prior to the departure times on the travel documents. It is possible that flight times may be changed even after tickets have been dispatched - we will contact you as soon as possible if this occurs.

We are not always in a position to confirm the airline, aircraft type and airport of destination which will be used in connection with any flight included in your holiday. When this information is provided at the time of booking or subsequently, it is subject to change. Any such change will not entitle you to cancel or change other arrangements without paying our normal charges.

The company can accept no responsibility for clients who arrive late for the check in and miss their flight as a result nor can we accept responsibility for any loss by you of your holiday/flight travel tickets, vouchers or coupons.

Air travel is also subject to operational decisions of carriers and airports which may result in delays and

diversions. Please note that minor carriers sometimes change the departure time of short-haul or domestic flights at short notice, and in some instances, schedules shown in the computers of transatlantic carriers differ from those actually flown by smaller local carriers. We advise you that it is your responsibility to be meticulous in locally reconfirming directly with the carrier operating the flight. We accept no liability for the consequences of flights missed owing to the passenger's failure to reconfirm. Clients flying in economy class to long-haul destinations should be aware that flights are often full; there may not be room in smoking/non-smoking; you may not be able to get seats together. We also recommend that you check in early for a long flight, and in any case not less than 2 hours before the scheduled departure time.

We cannot accept liability for any delay unless it has a material effect on your holiday arrangements. See clause 4.

All clients undertake to behave with propriety and in such a manner as in no way to cause or be likely to cause damage, distress, danger or annoyance to other clients, property and/or any third party. If, in the view of ourselves, our employees, agents or suppliers, any client is in breach of this clause, we reserve the right to terminate that client's contract and neither we nor the providers of any of the services in question will have any further contractual obligations to that client either in respect of covering any expenses, paying any compensation or refunds, or arranging for their return home.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

You must ensure that all your travel documents, full passports, visas, vaccination certificates, currency and travellers cheques are in order and valid for travel. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. We are able to give general advice on these matters for British Citizens. However, non-British citizens should check with their embassy or consulate vis-a-vis current requirements. See also our General Information.

If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

The name on your airline tickets should be the name that appears on your full passport. Please note that if you believe that we have stated orally that a particular facility or service should be available, but is not in the brochure or in writing from us, please make reference to it on the booking form so that we may confirm it you when accepting your booking.

The Foreign and Commonwealth Office Travel Advice Unit monitors all overseas destinations and offers safety advice to British travellers for various destinations. You should contact the service on 0870 606 0290 or www.fco.gov.uk for the latest information and advice before making a final decision on your destination.

9. Complaints

Should you have any complaints about any aspect of your holiday arrangements, you must inform our local representative or tour leader immediately and the supplier of the arrangements concerned. Problems can

most easily be dealt with on the spot. Please note, if you do not report a problem or complaint which, if it had been reported at the time it occurred could have been resolved there and then we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client travelling in the developing world to be reasonably resourceful if things go wrong. If you experience any difficulties, contact us in the UK on our telephone service. The number will be found on your pre-departure information and with your tickets. In the unlikely event that an amicable solution cannot be found, you should then write to our us within 28 days of your return with full details of your complaint. If you fail to follow this simple complaints procedure, your right to claim the compensation you may otherwise have been entitled to may be affected or even lost as a result.

10. The brochure and quotation

We have taken every care in ensuring that the information in the brochure and given in quotations/itineraries is correct at the time of publication. However we are sure you will appreciate that subsequently minor alterations may arise. We reserve the right to change any of the prices, services or other particulars contained in this brochure or any quotation at any time before we enter into a contract with you. If there is any change we will notify you before we enter into such contract. Where we state that additional information, a fact sheet or a dossier is available on a particular itinerary or program, this information should be regarded implicitly as a term of the contract.

The brochure is issued on the sole responsibility of Malaysia Paradise Private Limited. It is not issued on behalf of and does not commit the airlines mentioned in it or any airlines whose services are used in the course of the tours.

The hotel classifications given in our brochure, quotations and dossiers and fact sheets are for guidance only. They are not based on any national or international classification system, they are the opinions of our staff or agents and are quite subjective.

11. Special requests

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as 'standard' bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability which may affect your holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

12. Your protection

Where we are providing packages that include flights

departing from the UK we are licensed by the Civil Aviation Authority, ATOL number 9543 and you will be fully covered under the terms of the license for our holidays. This will ensure that you would receive a full refund of any money paid to us for your arrangements and/or be repatriated to the point where your holiday arrangements with us commenced in the unlikely event of our insolvency. See also our General Information.

13. Excursions

Please note that we do not provide excursions other than those listed in your itinerary and forming part of the arrangements booked and paid for in the UK. Our local representatives or guides may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

14. Prices and Brochure Accuracy

Please note, the information and prices shown in our brochures and/or quotations may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the brochures, quotations and prices at the time of printing or when they are given to you, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

Registered Address: 54 South Street, RG1 4RA, Reading Company Reg. No. 5879824
September 2007