

LEGAL NOTICE

TOURISM TAX IMPLEMENTATION

- The foreign national is residing in this country with a status as an “employee” to a company that operates in this country.
- The foreign national is only eligible for the exclusion of Tourism Tax where the employer's company is headquartered in a centralized location in Malaysia.
- The foreign national must own a legal ‘work permit’ issued by the Immigration Department of Malaysia.
- Therefore, all overseas/ foreign workers and cabin crew, as stated by the Hotel, that do not comply with the conditions set out as above, is subject to Tourism Tax (strictly no exemption).
- Tourism Tax: additional of RM 10/per room/per night will be implemented for Tourism Tax for all Hotels in Malaysia, which will be collected by the Hotel upon check in.

TERMS & CONDITIONS

Rates

- All room rates are quoted in Malaysian Ringgit (MYR), are inclusive 6% SST. Rates are net, non-commissionable. We reserve the right to review these rates subject to fluctuation in exchange rates and by changes to local tax.
- Rates are not applicable to Meetings, Incentives, Conventions and Exhibitions (M.I.C.E) and Corporate groups; please contact our Sales Department for case by case proposals.
- Rates should not be sold or featured as “room only” but should be packaged with meals, transfers and airfares.

Cancellation/No Show/Early Departure

Unless otherwise agreed and approved payments are due 7 days before arrival. Without receipt of the pre-payment, the booking will be automatically released. **Any cancellation as well as no show within 72 hours prior to arrival, the Hotel reserves the right to charge a late cancellation or no-show fee equivalent to the contracted rate for one (1) night for each room cancelled or unutilized.** The late cancellation or no-show fee shall, at the discretion of the Hotel, be deducted or set-off against the Wholesaler's pre-payment or charged directly to the Wholesaler and must be paid within 30 days of the date of the relevant invoice.

Check-In/Checkout Times

Check-in time shall be after 2.00pm (local time) and checkout time shall be before 12.00noon (local time) on the relevant day. Any request for early check-in, or late checkout, will be subject to the Hotel's sole discretion, which shall be based on, inter alia, the Hotel's room availability on the relevant day. Subject to the foregoing, no request for early check-ins will be entertained unless such request is made no later than 18 hours before the proposed time of early check-ins.

Day-Use Policy/Late Checkout

Save for any late checkouts agreed by the Hotel, the Hotel shall charge 50% of the contracted room rate for any checkout at or after 12.00noon (local time) but before 6.00pm (local time), and the full contracted room rate for any checkout at or after 6.00pm (local time). This clause shall not, in any case, apply to the first day/night of use of the relevant room, for which the full contracted room rate shall be payable.

Room Descriptions

Exact room type names (as indicated in this agreement) must be used in all communication with consumers. This refers to both vacation brochures and consumer confirmation documents.

Impossibility of Performance

The Hotel shall be relieved of its obligations hereunder in the event and to the extent its performance of this Agreement is delayed or prevented in whole or in part by any cause beyond its control, including, without limitation, acts of God, change of laws, war, civil unrest, fire, flood, earthquake or explosion, sale, nationalisation or expropriation of the Hotel, necessary and essential construction to the Hotel, seizure of the Hotel under legal process, strikes, lockouts or work stoppages.

Wholesaler not an Agent

The Wholesaler is not authorised and shall not make any representation, warranty or undertaking on behalf of or in respect of the Hotel without the prior written consent of the Hotel. Save as explicitly provided for in this Agreement, the Wholesaler is not an agent of and shall not enter into any contract or arrangement on behalf of the Hotel.

Amendment

Notwithstanding anything in this Agreement, the Hotel may at any time and from time to time amend, vary and/or supplement the terms of the Agreement by giving at least 14 days' written notice to the Wholesaler prior to the date on which such amendment, variation and/or supplement is to take effect and such amendment, variation and/or supplement shall be valid and binding against the Wholesaler.

Governing Law

This Agreement shall be construed and governed by the laws of MALAYSIA and the parties submit to the non-exclusive jurisdiction of the Courts of the enter country name.

The above rates are subject to acceptance of the Terms & Conditions as stated herein. The Wholesale Agreement is only valid for a period of 7 days from the date of issuance during which time a duly signed copy should be returned to the hotel. If unsigned, the given rates will not be applicable and the hotels' promotional rate will be applied for any confirmed bookings.