



## Terms & Conditions

### 1.0 Reservation Terms & Conditions

- 1.1 Documents must be submitted **at least 12 weeks before arrival** with the following information.
  - a. **MANDATORY color copy of passport, without hand and finger in the image and copy of C-Card. (No later than 12 weeks prior to arrival as required by National Security Council of Malaysia).**
  - b. **ETA & ETD with flight numbers** and Hotel accommodation in Kota Kinabalu for emergency contact.
  - c. Fill up the **Reservation Form** as attached during the booking.
- 1.2 Layang Layang Island Resort reserves the right to alter or cancel any flight, itinerary and tours due to adverse weather conditions or unforeseen operational conditions without prior notice.
- 1.3 Layang Layang Island Resort shall not be liable nor responsible for any cancellation or changes in scheduled flights or missed connections due to whatsoever reason. Hence, purchase of travel insurance is essential to avoid financial losses.

### 2.0 Payment Terms & Conditions

- 2.1 50% non refundable deposit upon confirmation (**must be made within 7 days of confirmation**).
- 2.2 Balance payment : 8 weeks before the scheduled arrival date.
- 2.3 No booking will be placed if No deposit is received by the cut off date.
- 2.4 Payment can be made via telegraphic transfer to the following bank account.
- 2.5

A/C Holder	:	Layang Layang Island Resort Sdn Bhd
Bank	:	Malayan Banking Berhad
A/C No.	:	5140 8424 1444 (MYR)
A/C No.	:	7140 8405 0376 (USD/SGD)
Swift Code	:	MBBEMYKL

**Prior to departure to Layang Layang, please ensure full payment had been made to avoid any inconvenience.**

### 3.0 Cancellation/Refund Terms & Conditions

- 3.1 After commencement of service no refund (whether in part or full), will be made (whether in cash equivalent or vacation price reduction) for unused services/activity for voluntary modifications made by the traveler, where a guest fails to complete a dive, dive course or fails to participate in pre-booked or packaged activities for any reason (including ill health) or free choice, they will still be charged for the package.
- 3.2 No refund can be made in respect of accommodation, meals, transportation or any other services that are included in the package not utilized.
- 3.3 In the event of any tour cancellations after deposit and/or full payments have been made, the following cancellation charges shall be applicable.
  - a. Cancellation of tour arrangements made after confirmation  
Cancellation Fee: 50% non refundable of dive package per person per booking applies.  
Overseas bank transfer charges will be borne by the traveler.
  - b. Cancellation of tour arrangements made less than 90 days before departure :  
Cancellation Fee: 100% of dive package per person per booking.
  - c. Calculation of refund will be based on invoice value only.
  - d. 100% of your total amount will be charged if you cancel and / or make any changes on your scheduled arrival date or NO SHOW due to whatever reason.

- 3.4 Layang Layang Island Resort Sdn Bhd does not provide any refund or recourse for:-
- inclement weather & current conditions, poor visibility, acts of nature, airline strikes, technical transport problems, wars, virus epidemics in the region or any unforeseen circumstances;
  - acts of God, union or airline strikes, wars, travel ban, epidemic or any occurrences which may impair or prevent the traveler from utilizing any part of the booking.

#### 4.0 Force Majeure

Layang Layang Island Resort Sdn Bhd will not be liable for any damages or loss arising from any events which are beyond the reasonable control of LLIR. Such an event shall include Acts of God, earthquakes, typhoons, flood, natural disasters, fire, strikes, dangers incidental to sea, land and air travel, government actions, compliance with any laws, regulations or orders of the country(ies), other legal restrictions, pandemic, endemic, rerouting, retiming, misconnection, overbooking, mishandled baggages, default of any Supplier(s), civil war, industrial disputes, power failure, hardware and/or system failure, malfunction or breakdown, failure of internet transmission or links, system hacking, software contamination or corruption, howsoever caused.

#### 5.0 Rights To Change

Layang Layang Island Resort Sdn Bhd reserves the right to change, alter and / or delete terms and conditions as well as any program outlines (if any) without prior notice.

#### 6.0 Miscellaneous

Layang Layang Island Resort Sdn Bhd does not take any responsibility for any injuries, loss of personal belongings or death arising from the enrolment of any course and / or during your stay in Layang-Layang Island Resort.

\* Please note that you have agreed with our company T&C upon making payment.

#### 7.0 Contact For Arrival at Kota Kinabalu (BKI)

The Layang Layang Island Resort (Kota Kinabalu Office) is located at Unit 3-2, 2<sup>nd</sup> Floor, Block A, Bundusan Commercial Centre, Jalan Bundusan, Penampang, 88300 Kota Kinabalu, Sabah,

Contact Numbers

Operation Resort	Mr. Engelbert Primus :	+6 016 8227 674
Resort		+6 085 761100/101/102
Sales & Reservation Office		+6 018 220 2838

#### Other Information

- Please contact our Operation Staff on arrival day in Kota Kinabalu to reconfirm your flight to ALL.
- Kindly arrive at TERMINAL 1 for check in at least one & half (1 1/2) hours before flight departure time.
- There is no air ticket issued but verification is via passport or I/C of guest by our Operation Staff at check-in Counter B 15, Departure Hall. The boarding pass will be issued thereafter.
- Baggage allowance is 25kg per person inclusive of hand baggage. Excess baggage is chargeable by the Airline Operator at MYR 15.00 per kg per way which is payable at the Resort. Otherwise, storage rental is available at Airport Terminal 1.