

# **GLOBAL ROVE TERMS & CONDITION**

# AGREEMENT BETWEEN CUSTOMER AND GLOBAL ROVE SDN BHD

# This agreement is between Global Rove Sdn Bhd (Company Registration No. 1342842-K) (MOTAC KPL 9866) and the customer/s of Global Rove Sdn Bhd who purchase the travel arrangements via Global Rove Sdn Bhd

The terms '*we, us, our and Global Rove*' refer to Global Rove Sdn Bhd. The term '*you*' refer to the customer booking a reservation through us on Global Rove's Website (www.globalrove.com), or through our operations and sales staffs.

The Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the 'Terms of Use' or 'Agreement'). Please read the terms of Use carefully. By accessing or using the Website, booking any travel products or services on the Website, or contacting our sales and operations staff, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or make bookings through the Website or through our sales and operations staff. Global Rove may at any time change these Terms of Use and your continued use of the Website or our services is conditioned upon acceptance of the updated Terms of Use.

The Services offered by Global Rove Sdn Bhd ("Global Rove") as defined below can only be used by customers who have first read these General Terms and Conditions and accepted them unconditionally by clicking on the appropriate box provided for the purpose or signed in the physical Global Rove Terms & Conditions agreement. It is not possible to proceed with the booking process without this acceptance. Customers undertake to fulfil the obligations contained within these terms and conditions. The agreement between Customers and Global Rove comes into force as soon as Global Rove provides written confirmation of a booking to Customers by email or by issuance of Global Rove Sales Receipt.

Customers should save and/or print a copy of these terms and conditions for future reference when making a booking.

#### **Price and Payments**

The default currency on the website or through Global Rove office are in Malaysia Ringgit (MYR). Some prices on quotations via email through our sales and operations staff might be in other currency. Payment through the payment gateway will be processed and charged in Malaysia Ringgit. Prices in other currencies are indicative and subject to exchange rate charged by your bank plus any transaction fee determined by the bank or other agency processing the transaction. This means the amount listed on your credit or debit card statement may be a different figure than the figure shown when making your reservations on this website or through our sales and operations staff. If you have any questions about these fees or any exchange rate applied to your booking, please contact your bank.

#### **Service Fees**

No service fees are charged for self-service bookings made on Global Rove Website. A service fee of RM50 per booking will be charged if assistance is required from our sales or operations staff to make bookings online. For booking of add-ons (baggage, seating...etc), a fee of MYR15 per person per transaction

For travel planning service, a consultation fee of RM100 per booking will be charged. This fee is to compensate for the time taken by our operations and reservations team to research and plan for your travel. Should you proceed with making the reservations with us, the consultation fee will be used as part payment for your reservations with us.

# Name in Reservations

Reservations must be booked in the guest's name as it is displayed on passport. Name changes are generally not allowed. Guest will be asked for passport or ID at time of check-in. If the name on the reservations and the passenger's passport/ID do not match, the guest will be required to make a new reservation.

#### Confirmations

Confirmation of a booking includes the essential elements such as the description of the service booked and the price, will be sent to the customer by email. If the customer does not receive a confirmation email after 48 hours of placing the booking, he/she should contact the customer support team.

It is expressly agreed that data stored in the information systems of Global Rove 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.

#### Cancellations

Cancellation to reservations must be made directly with Global Rove.

In the event of cancellation or partial cancellation of a booking by the customer, charges may be imposed by the applicable suppliers. Where a cancellation affects more than one person on the booking, any applicable cancellation charge will be applied in respect of each person on the booking.

Deposits payment for travel bookings or reservations are non-refundable.

A fee may be imposed by the applicable supplier in the event of a cancellation to a booking.

If the customer does not present himself / herself at the departure of the trip, refunds will only be due to the customer in line with the rules and restrictions of the applicable suppliers as notified in the booking process.

We reserve the right to cancel your booking if payment is deemed to be suspicious by the bank or if full payment is not received in a timely fashion.

Global Rove administration fee will apply in addition to any fees imposed by the supplier. Please see the table below for the specific fees applicable.

Service	Administration Fee
Flight	MYR150 per person
Hotel	MYR80 per booking
Flight + Hotel	MYR180 per person
Car	MYR80 per booking



TransfersMYR80 per bookingActivities / Optional ToursMYR80 per bookingPackageMYR200 per personCruiseMYR80 per booking

# Change of Booking

If after making the booking the customer wants to change the trip with respect to the date of travel, the destination, the place where the trip starts, the accommodation or the means of transport, the customer should contact the Operations Team for assistance. A fee may be imposed by the applicable supplier in the event of a change to a booking. Global Rove administration fee will apply in addition to any fees imposed by the supplier. Please see the table below for the specific fees applicable.

Service	Administration Fee
Flight	MYR150 per person
Hotel	MYR80 per booking
Flight + Hotel	MYR180 per person
Car	MYR80 per booking
Transfers	MYR80 per booking
Activities / Optional Tours	MYR80 per booking
Package	MYR200 per person
Cruise	MYR80 per booking

#### Refunds

In the event of a refund to the customer after the above deductions, the relevant amounts will be transferred back by the party of the payment card used to make the original booking. Any booking charges applied will not be eligible for reimbursement. Customers should note that refunds may take up to 6 months. Deposits payment for travel bookings or reservations are non-refundable.

#### **Restricted Fares**

Unless otherwise stated by the customer, it is assumed that the customer requires the least expensive services. Such services (e.g. "economy class") may be provided without any possibility of modification or cancellation. In such cases, the services cannot be provided in a different manner or at a different time or place to those contracted.

## **Air Transport Terms and Conditions**

The customer is responsible for complying with the instructions of the airline and/or tour operator, in particular with respect to flight check-in times. In particular, the customer acknowledges and agrees that:

- Airlines reserve the right to cancel or change schedules without notice. Schedules shown are based on expected flying times as indicated by the airlines. Because weather and other factors may affect operating conditions, departures and arrivals cannot be guaranteed nor are the responsibility of Global Rove.
- Global Rove, 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.
- Global Rove, has no control over any indications of the hours spent flying which are provided by the supplier of the relevant air transport and are given for guidance only and are subject to alteration and confirmation.
- It is the customer's responsibility to confirm his / her return flight in accordance with the requirements of the supplier of the relevant air transport.
- If Customer books a return journey and does not use the outward 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.
- In the case of special or charter flights, the name of the airline, the flight schedule, the aircraft type, the itinerary and
  possible intermediate stops are only given as an indication of the outward and return flights in the trip. In accordance
  with a supplier's rules and restrictions, these flights, aircraft types and flight numbers can be subject to change, and
  can be moved by up to 24 hours, even after confirmation.
- Additional charges may be imposed by airlines for meals, luggage, seat selection, etc. Global Rove is not responsible for such charges and charges may be amended by airlines at any time.
- The customer must comply with all air transport supplier's rules and restrictions on the carriage of pregnant women.
- Airlines 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.
- The customer must comply with the air transport supplier's rules and restrictions on the carriage of children and in particular that 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. Unaccompanied children under 14 will only be carried in accordance with the air transport Supplier's Rules and Restrictions.

# **Combined One-Way Tickets**

Global Rove may offer customers the opportunity to book a combination of two one-way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different airlines.

Unlike round trip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes a customer to make changes to the other flight, the customer will be responsible for any fees incurred for making changes to the unaffected flight.



# Administrative and Health Regulations

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Global Rove has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. For medical advice regarding your journey, please contact your doctor.

Dis-insection: Although not common, most countries reserve the right to dis-insect aircraft if there is a perceived threat to public health, agriculture or environment. The World Health Organization and the International Civil Aviation Organization have approved the following dis-insection procedures: spray the aircraft cabin with an aerosolized insecticide while passengers are on board or treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board.

Some overseas countries have an immigration requirement that a customer's passport is valid for a minimum period after the customer enters that country, typically 6 months. If a customer's passport is in its final year of validity, the customer is advised to confirm the requirements of the destination before making final travel plans. The name on the passport must match the name on the ticket, otherwise the customer may not be able to travel and insurance may be invalid.

For information on visa requirements, Customers are advised to contact the embassy of the country they propose to visit.

Please note: It can often take some time to obtain a visa, so customers are advised to apply in plenty of time. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Global Rove urges passengers to review any travel prohibitions, warnings, announcements and advisories issued by Wisma Putra prior to booking travel to international destinations.

## **Special Fares**

The flight routes offered may include special fares which offer the best price, but do not necessarily take the most direct route. Some itineraries require a change of aircraft en-route. A flight that is described as direct is one where there is no need to change aircraft during the journey, however, stops may be made en-route for re-fuelling or to let passengers on and/or off. Details of any stops will be given during the booking process and are clearly identified both on the Website and on a Customer's email confirmation.

Frequent flyer miles may not be used when booking flights through the website.

#### Check-In Luggage

Airlines 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)

## **Airline Liability**

The Customer is reminded that an airlines' liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by the airline's own Rules and Restrictions including their conditions of carriage.

#### Electronic ticket

An electronic ticket is a ticket with no physical form. When using this type of ticket, the Customer must go to the check-in desk of the airline concerned and show a valid travel document (passport, visa, identity card, etc.) in order to obtain his / her boarding card. The Customer must strictly observe the times for checking in.

#### **Operating airlines**

Customers are advised that in some cases flights booked with one airline may be operated by another airline (codeshare or wet lease) – advance seat reservations, online check-in, earning & burning of frequent flyer miles may not be available for these flights.

# **Denied Boarding Compensation**

If an airline cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Customer's stop-over or destination point, or causes a Customer to miss a connecting flight on which a Customer holds a reservation, the Customer may be entitled to certain remedies from the airline.

#### **Accommodation Services**

Accommodation may be offered separately or as part of a package holiday. The services are subject to the rules and restrictions of the suppliers offering the accommodation which will be made available before booking. The rules and restrictions may include restrictions on and/or charges for cancellation and/or changes imposed by the suppliers.

All hotel bookings will require that a customer's credit card is charged for the full payment upon reservation. Prices shown on the website or via email from us do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

If a customer does not show for the first night of the reservation and plans to check-in for subsequent nights in the reservation, the customer must confirm the reservation changes with Global Rove no later than the original date of check-in to prevent cancellation of the whole reservation. If the customer does not confirm the reservation changes with Global Rove the whole reservation may be cancelled and refunds will only be due to the customer in line with the rules and restrictions of the applicable supplier as notified in the booking process.

Any customer who does not cancel or change their reservation before the cancellation policy period applicable to the hotel which varies by hotel prior to the date of arrival will be subject to the charges shown in the rules and restrictions for the hotel reservation.



Customers should note that some hotels do not permit changes to or cancellations of reservations after they are made and these restrictions are shown in the rules and restrictions for the hotel reservation.

#### Use of rooms

The customer is reminded that, in general, rooms are only available from 1500 hours and have to be vacated by 1100 hours, irrespective of the time of arrival or departure or the means of transport used.

Single rooms generally have one bed and a supplement is often payable for these rooms. Double rooms usually have either two single beds or one double bed.

#### **Accommodation Star Ratings**

Star ratings is 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.

## Accommodation Images

Whilst we endeavour to ensure that property images and descriptions of amenities and facilities displayed on Global Rove are an accurate and up to date representation of the properties, we cannot guarantee this always to be the case as we obtain this information from our Travel Suppliers. The images and information are provided to give a general 'feel' for the hotel. 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 double room in Austria may consist of two single

# Accommodation Activities

beds. Also, there may be an additional charge for extra beds or cots.

It is possible that, from time-to-time particular activities offered by the suppliers that are shown in the description of the accommodation on the Website are cancelled, for example as a result of 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 is shown only as an indication. This can be changed by the suppliers.

# **Accommodation Meals**

If meals are part of an accommodation package, 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 package. Accommodation which includes main meals generally commence with dinner on the day of 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.

The customer is reminded that, unless specified otherwise on the website, drinks are not included with meals. If drinking water is not available, the customer will bear the cost of buying it himself / herself.

Parents are advised to bring special food for their baby with them, as this is not always available locally.

#### Accommodation Taxes

The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally have to be paid locally. The Customer is exclusively responsible for paying such additional taxes. The amount of taxes can change between booking and stay dates. In the event that taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

# Car Hire

Car hire services are offered separately or as part of a package holiday. These services are subject to the rules and restrictions of the car rental companies.

For reservations of "Supplier Special Rate" offerings, the supplier will provide the use of the car directly to customers and Global Rove acts merely as an intermediary in the transaction. Global Rove, acting on behalf of the supplier will collect the price of the car hire from customers. However, the amount payable by customers may not be the full contractual price for this rental; Global Rove may in its discretion make a contribution on behalf of a customer to the rates payable for booking car hire. In these cases, the rates displayed on the website reflect the total price less any contribution by Global Rove and show the amount payable by customers. In the event of any permitted refund, customers shall not be entitled to a refund of more than the amount actually paid by them.

# Car Hire - Method of payment

The customer making the booking must present a credit card when collecting the vehicle. Debit cards are not accepted and the customer must check which credit cards are accepted by the supplier.

The supplier may submit an authorization request to the credit card company during the period of car hire by way of a deposit. The customer must therefore contact his / her credit card company to ensure the payment card limit is suitable for this purpose. If the customer does not comply with the terms set out above, the Supplier will not make the vehicle available and the full price of car hire will be charged.

# **Car Hire - Supplements**

Additional charges may be payable locally such as refuelling, additional driver charges, young driver surcharge and delivery and collection fees. The customer acknowledges that in no event shall Global Rove and/or suppliers be liable for such additional charges as detailed or otherwise.

An excess amount may be applicable in the event of theft or damage to the hire car. This will vary depending on the supplier and country of rental. Purchase of an optional insurance locally (called super CDW or super TP) will remove/reduce the excess applicable. The customer acknowledges that in no event shall Global Rove and/or suppliers be liable for such excess or provision of additional insurance as detailed or otherwise.

Petrol is not usually included in the hire tariff. For the hire of vehicles in certain countries, such as the United States of America, certain suppliers automatically add charges for filling the fuel tank when the vehicle is returned. In addition, certain suppliers charge a supplement if snow tyres are used.

Unless agreed otherwise, the customer must return the vehicle to the branch of the supplier from which it was collected. If the customer does not comply with this, the suppliers may charge a one-way supplement.



Child seats are available on request and are payable locally.

# Collection/Use of the Vehicle

Drivers must usually be aged between 21 and 65 although this can vary between Suppliers and from country to country. It is the Customer's responsibility to check this with the Supplier. Additional charges may also apply if any driver is aged below 30.

All drivers must produce a full valid driving licence for the category of vehicle rented when taking delivery of the hire car. The driving licence must be held for at least one year (although again this may vary between Suppliers as well as from country to country) and an international driving licence may be required. Customers should check the Rules and Restrictions of the Supplier offering the car-hire for details of all applicable criteria for booking car-hire.

The Customer is reminded that some Suppliers do not permit the rented vehicle to be used outside the country in which it has been rented.

No refunds shall be given in relation to non-utilized rental days.

## Insurance

The prices or packages offered do not include travel insurance. The Customer is therefore advised to take out insurance that covers the consequences of certain cases of cancellation and that also provides cover for certain special risks such as the cost of repatriation in the event of an accident or illness. It is the Customer's responsibility to ensure any insurance policy taken out is adequate to cover their requirements.

The risks covered by these policies, as well as the cost and the amount of cover, are shown on the Website only for the purpose of illustration. In the event that a policy is bought, the insurer will send the policy to the Customer. Claims must be submitted directly to the insurance company in accordance with the terms and conditions of the policy.

Non-Malaysia residents may not be eligible to take out insurance cover offered on the website.

# TRAVEL AGENT LIABILITY

The information, software, products, and services provided through global rove may include inaccuracies or typographical errors. Wholesalers, airlines, hotels and other suppliers providing travel or other services for global rove are independent contractors and not agents or employees of global rove are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

Global rove has no liability and will make no refund or compensation in the event of any delay, cancellation. Overbooking, strike, force majeure, or other causes beyond their direct control and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

In no event shall global rove and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of the global rove or with the delay or inability to use global rove, or for any information, software, products, and services obtained through global rove or otherwise arising out of the use of global rove, whether based on contract (including fundamental breach), tort, strict liability, or otherwise, even if global rove and/or their respective suppliers have been advised of the possibility of damages. 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.

(CUSTOMER'S SECTION)

I hereby have read and understood the Global Rove's Terms & Conditions as stated in this agreement.

Name : \_\_\_\_\_

Date:

Signature: \_\_\_\_\_