



## Service Terms and Conditions

### A. PAYMENT AND SERVICE

- <sup>1</sup> Upon receiving a payment not less than the minimum deposit amount stated in the invoice, **Velvet VIP Vacations & Charter** (will be referred to as '**The Company**' after this) is responsible to provide the **SERVICE(s)** stipulated in the invoice.
- <sup>2</sup> A minimum deposit of 50% (rounded up to the nearest face value of 10 in payment currency), or minimum of USD50, or minimum of SGD65, or a minimum of MYR200, whichever is higher, is required in order to confirm a **SERVICE** booking. The minimum deposit amount decided by the system at the point of quotation issuance is final.
- <sup>3</sup> The accuracy of passenger and luggage information is a vital part to ensure our logistic service quality. The Final Invoice Amount corresponds strictly the passenger and luggage information stated in the document. In the event of unmatching actual passenger and luggage vs passenger and luggage information stated in the document, **The Company** reserves the total discretion to make adjustment to the Final Invoice Amount as a consequence of information inaccuracy.
- <sup>4</sup> When a Vehicle Class is stated as "**Mixed Classes**" before the Vehicle Class Description in the quotation or invoice, different classes or models of vehicles may be allocated for different events based on the stated passenger and luggage information, and details of every event vehicle class are stated clearly in the Service Booking Confirmation. In the event of non-disclosure of passenger and/or luggage information that causes the irrelevance of the vehicle class stated in the Service Booking Confirmation, additional charges for change of vehicle or additional vehicle will be applied accordingly, and full fare will be charged if event is cancelled.
- <sup>5</sup> "**First SERVICE**" refers to the first **SERVICE** date (and time) stated in the invoice, the scheduled **SERVICE** time or the flight landing time (for Airport Transfer), whichever is earlier.



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<sup>6</sup> **The Company** honours all prices quoted in the Invoice no matter how early a booking is confirmed prior to the **First SERVICE** date, except proven with visible and convincing evidence for the following situations:

- a) For Entry Fees, Passes and Tickets, if the cost for tickets have increased
- b) For Tour Guide, if the average cost of hiring Tour Guide has increased not less than 10%
- c) For Transportation, if the average cost of fuel of the related vehicle has increased not less than 10%
- d) For foreign currency exchange rate fluctuation that has caused the increment of overall cost by not less than 10%

For (a), there is no limit to the increment, subjected to the actual ticket prices.

For (b), (c), and (d), the maximum increment chargeable is 5% for every 10% cost increment, while Velvet will absorb the other 5% of every 10% of cost increment.

<sup>7</sup> If full payment has not been made, the balance payment shall be fully settled upon meeting for the **First SERVICE**.

<sup>8</sup> To enjoy our **SERVICE GUARANTEE COMPENSATION** (refer Section C of Full Service Terms and Conditions), full invoice amount must be paid not less than 24 hours prior to **First SERVICE**.

<sup>9</sup> All payments are managed by either one of our **TEKNO MESRA GROUP** collection and payment agents, respectively **TEKNO MESRA INSR RESOURCES** and **RAUDHAH BSA RESOURCES**.

## B. SERVICE SUSPENSION

<sup>1</sup> A **SERVICE** request that is not confirmed by **The Client** at least **18 hours** prior to the **FIRST SERVICE**, or balance payment not fulfilled before the end of the **First SERVICE**, with required payment stated in the invoice and/or Service Booking Confirmation may be subjected to **SERVICE** suspension by **The Company**.

<sup>2</sup> When **SERVICE** suspension is in effect, **The Company** holds total discretion to call for immediate halt to all **SERVICE** arrangements agreed prior to the suspension until the suspension is lifted.

<sup>3</sup> To lift a **SERVICE** suspension, a **Late Request Penalty** amount to 20% of the total invoice amount, inclusive of service taxes, is chargeable, and must be paid in full.



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- 4 A **SERVICE** suspension will be fully lifted upon receiving a payment not less than the required amount, inclusive of Late Request Penalty. Once the **SERVICE** suspension is lifted, **The Company** will be responsible to provide the **SERVICES** stipulated in the invoice after a reactivation duration of 6 hours.
- 5 Any request for immediate **SERVICE** provision before the end of reactivation duration of 6 hours may incur additional charges for immediate Service Request.

### C. SERVICE CHANGE, CANCELLATION AND REFUND

- 1 In case of **SERVICE** change or cancellation, a written **SERVICE** change or cancellation request must be received by **The Company** via official email address not shorter than 72 hours prior to **First SERVICE** time.
- 2 100% of the full quotation amount (Recovery Fee) may be charged if a **SERVICE** change or cancellation is notified to The Company less than 72 hours (3 days) prior to First Service.
- 3 50% of the full quotation amount (Recovery Fee) may be charged if a **SERVICE** change or cancellation is notified to The Company less than 120 hours (5 days) prior to First Service.
- 4 20% of the full quotation amount (Recovery Fee) may be charged if a **SERVICE** change or cancellation is notified to The Company less than 168 hours (7 days) prior to First Service.
- 5 All **SERVICE** change may incur an Admin Fee of USD50 (or SGD65 or MYR200, whichever is higher) per event to cover transaction and administration fees.
- 6 If Recovery Fee + Admin Fee is lower than paid deposit amount, a refund will be arranged for The Client. If Recovery Fee + Admin Fee is higher than paid deposit amount, an request in the amount of the difference will be filed towards The Client to pay for the shortage.
- 7 In case of **SERVICE** change or cancellation with positive refund amount, net refund amount will be paid out within 14 days from the date of **SERVICE** change or cancellation notification.
- 8 When a **SERVICE** cancellation is confirmed via factual communication in any form, **The Company** will issue official Termination Invoice after 72 hours. Before the end of the 72-hour duration, **The Client** reserves the right to recall the cancellation and reinstate the booking into normal order.



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### D. SERVICE GUARANTEE COMPENSATION FOR TRANSPORT (3 scenarios)

#### 1 FULL PAYMENT

##### **PAY 100% DEPOSIT AND BE COMPENSATED 100% IN CASE OF SERVICE FAILURE**

If driver doesn't show up 45 minutes after **SERVICE TIME**, 100% payment will be refunded + compensation of 100%

Mr A booked a luxury MPV for airport transfer from KLIA to KL at the fare of USD100

Mr A made full payment of USD100 (Fully Paid)

Example of Driver Guarantee Compensation:

Mr A arrived at pickup point at the agreed **SERVICE TIME**. No driver showed up for the pickup after 45 minutes, The Company will refund USD100 + USD100 to Mr A

#### 2 50% DEPOSIT

##### **PAY 50% DEPOSIT AND BE COMPENSATED 50% IN CASE OF SERVICE FAILURE**

If driver doesn't show up 45 minutes after **SERVICE TIME**, 100% payment will be refunded + compensation of 50%

Mr A booked a luxury MPV for airport transfer from KLIA to KL at the fare of USD100

Mr A placed a 50% deposit of USD50 (50% Deposit)

Mr A paid the balance of USD50 2 days before **SERVICE TIME**

Example of Driver Guarantee Compensation:

Mr A arrived at pickup point at the agreed **SERVICE TIME**. No driver showed up for the pickup after 45 minutes, The Company will refund USD100 + USD50 to Mr A

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### 3 20% DEPOSIT

#### PAY 20% DEPOSIT AND BE REFUNDED IN CASE OF SERVICE FAILURE

If driver doesn't show up 45 minutes after **SERVICE TIME**, 100% payment will be refunded

Mr A booked a luxury MPV for airport transfer from KLIA to KL at the fare of USD100

Mr A placed a 20% deposit of USD20 (Minimum Deposit)

Mr A paid the balance of USD80 2 days before **SERVICE TIME**

Example of Driver Guarantee Compensation:

Mr A arrived at pickup point at the agreed **SERVICE TIME**. No driver showed up for the pickup after 45 minutes, The Company will refund USD100 to Mr A

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### E. SERVICE ARRANGEMENT AND EXECUTION

1 All **SERVICES** carried out must refer to a **SERVICE** Booking Confirmation

2 Types of **SERVICES** offered by **The Company** are listed as below:

- i) **A-to-B Transfer [Transfer]** - A direct journey Logistic **SERVICE** from 1 Pickup Location to 1 Dropoff Location, with reasonable stops for washroom and short refreshment (< 15 minutes) agreed by the driver; and 1 stop for meal (if journey takes more than 4 hours) agreed by the driver, without deviating away from the main route. Any request for circuitous route, additional Pickup or additional Dropoff would involve additional costs and consequently additional charges.

- ii) **Airport Pickup Transfer [Transfer]** - A direct journey Logistic **SERVICE** from 1 Airport Pickup Location to 1 Dropoff Location, with reasonable stops for washroom and short refreshment (< 15 minutes) agreed by the driver; and 1 stop for meal (if journey takes more than 4 hours) agreed by the driver, without deviating away from the main route. Any request for circuitous route, additional Pickup or additional Dropoff would involve additional costs and consequently additional charges.

Free Waiting Time is within 90 minutes after Flight Landing Time. Waiting exceeding Free Waiting Time is chargeable at the **Rate of Overtime**.

- iii) **Airport DropOff Transfer [Transfer]** - A direct journey Logistic **SERVICE** from 1 Pickup Location to 1 Airport Dropoff Location, with reasonable stops for washroom and short refreshment (< 15 minutes) agreed by the driver; and 1 stop for meal (if journey takes more than 4 hours) agreed by the driver, without deviating away from the main route. Any request for circuitous route, additional Pickup or additional Dropoff would involve additional costs and consequently additional charges.

Free Waiting Time is within 30 minutes after Scheduled Pickup Time. Waiting exceeding Free Waiting Time is chargeable at the **Rate of Overtime**.



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- iv) **Day Tour [Tour]** - A travelling and visiting journey Logistic **SERVICE** that starts from 1 Pickup Location to locations within defined zone and destinations, within a scheduled duration, and ends at 1 Dropoff Location, within Day Tour zone. Actual tour route taken is based on the final discussion between **The Client** and **The Driver**. Based on the event description, any request for extraneous location, additional Pickup or additional Dropoff would involve additional costs and consequently additional charges.

No refund for tour ended earlier than scheduled duration. If actual tour duration (from Scheduled Pickup Time to Actual Dropoff Time) takes longer time than the scheduled duration, Excess Time is chargeable at the **Rate of Overtime**.

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- v) **Group Tour [Tour]** - A travelling and visiting journey Logistic **SERVICE** that starts from 1 or more contracted Pickup Locations to locations within defined zone and destinations, within a scheduled duration, for individual participant, and ends at 1 or more Dropoff Locations not more than Pickup Locations, within Group Tour zone. Actual tour route taken is based on the final discussion between **The Client** and **The Driver**, and **The Driver's** decision is final and uncontestable. Based on the event description, any request for extraneous location, additional Pickup or additional Dropoff would involve additional costs and consequently additional charges.

No refund for tour ended earlier than scheduled duration. If actual tour duration (from Scheduled Pickup Time to Actual Dropoff Time) takes longer time than the scheduled duration, Excess Time is chargeable at the **Rate of Overtime**.

For **Group Tour**, Full Package Fare must be paid upon confirmation, and no cancellation or refund is allowed under any circumstance.

**Group Tour** participation is transferrable, with a transfer fee of 25% of original package fare. In case of a transfer, The Company may request identification document of both transferer and transferee in order to complete the transfer.

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- vi) **Hourly Transfer** - A multiple-point transfer and standby Logistic **SERVICE**, chargeable based on hourly rate, within defined zone and destinations, within a scheduled duration.

No refund for **SERVICE** ended earlier than schedule duration. If actual **SERVICE** duration (from Scheduled Pickup Time to Actual Dropoff Time) takes longer time than the scheduled duration, Excess Time is chargeable at the **Rate of Overtime**.

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- vii) **Hotel Booking** - An accomodation booking service that enable our guests to engage all-in-one vacation package to compliment travel and tour events.

Standard 4-Star hotel room package includes: Outdoor swimming pool, Free WiFi, Private parking, Family rooms, Fitness centre, Non-smoking rooms, Restaurant, Room service, and Bar. Room-with-Breakfast package is optional with additional charge.

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- viii) **Tour Guide** - A companion-type tourism information providing support **SERVICE**, chargeable based on daily rate, within pre-defined destinations or zone, within a scheduled duration. Minimum **SERVICE** duration is 2 hours. No refund for shortened **SERVICE** duration. Overtime is chargeable by based on 1.5x factor of prorated hourly rate from daily rate.
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### 3 Inclusions and Exclusions

- i) The price quoted is for 1 unit (unless specified otherwise in the quotation) of vehicle and is inclusive of:
- Fuel
  - Tolls
  - Guide-Driver Service
  - Public Parking

- ii) The prices quoted excludes:
- Surcharge for Peak Season (unless specified)
  - Surcharge for Late Confirmation
  - Entry Fee or Ticket
  - Parking Fee for privileged parking space upon request from guest, whereby the fee will be borne by requesting guest
  - Expenses incurred from border passing, officially or unofficially, for passenger(s) and their belongings
  - Expenses incurred from border passing, officially or unofficially, for vehicle, as a direct or indirect consequence of having the abovesaid passenger(s) and their belongings in the vehicle
  - Wrong vehicle allocation for Passenger and Luggage load based on **Standard Vehicle Allocation Table**

- iii) For Hotel Booking, check-in time is 3pm and check-out time is 12pm.

Early check-in is possible, subjected to room vacancy and approval, with additional charge.

Late check-out is possible, subjected to room vacancy and approval, with additional charge.

- iv) For Hotel Booking, all rules and regulations of the hotel are effective objectively towards **The Client**, throughout the contracted staying period (including early check-in and late check-out).

It is **The Client's** personal responsibility to take note of all DOs and DON'T of the hotel, and to fulfill all additional official charges claimed by the Hotel to **The Client** apart from the scope of accomodation **SERVICE** mentioned in the invoice.



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4 After a quotation has been confirmed by **The Client**,

- i) **The Company** is responsible to provide the **SERVICES** stipulated in the then-converted-to invoice, with convincing documentations proving the validity of the **SERVICES**.

- ii) If **The Client or The Present Guest** (referred to as **The Client** in this section) has not made full invoice payment, the balance payment shall be fully settled upon meeting during the pickup for the **First SERVICE**.

- iii) **The Client** is responsible to fully settle the overtime charges for **SERVICES** rendered. Overtime is chargeable in blocks of every 30 minutes, or part of a block. For example: If a tour scheduled to end at 6pm actually ended at 6.01pm, the excess of 1 minute is considered partial of a Overtime Block of 30 minutes. In such instance, **Rate of Overtime** for 1 (ONE) Overtime Block is chargeable.

- iv) In case of change of **SERVICE** arrangement, **The Client** is responsible for additional costs incurred from the change of **SERVICE** arrangement or cancellation penalty.

- v) In case of cancellation of part or all of **SERVICE** arrangement, **The Company** reserves the total discretion on deciding the refund eligibility and amount, unless proven otherwise.

- vi) If a change request for **SERVICE** arrangement is notified to **The Company** less than 12 hours prior to the scheduled **SERVICE** time, **The Company** reserves the total discretion to agree to or reject the request, or change the **SERVICE** arrangement. If the request is rejected by **The Company**, the **SERVICE** will be carried out as per scheduled, as well as billing.

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### 5 Tour Planning

- i) Locations enlisted in the posters of Places Of Attractions (POA) are for reference purposes. Actual flow of tour may very much depend on the weather, the traffic, the entrance or exit timing, tour duration and other foreseeable or unforeseeable factors.
- ii) As tours are bounded by specific duration limit, proper planning of the hours in the day is definitely crucial. You may opt to visit more locations with shorter stop-time at each location, or, fewer locations with longer stop-time at each location.
- iii) You are free to voice up your priority choices and requests, and our driver will advise you on the tour planning. Our driver will finalise the tour planning with you on a transparent and best effort basis.
- iv) The tour planning, however, is subjected to changes depending on the actual weather, traffic condition, entrance or exit timing, health condition, unscheduled stops, safety issue and other foreseeable or unforeseeable factors.
- v) Our driver's priority is to deliver all our guests safely and efficiently throughout the tour. In case of inevitable delay due to changes mentioned in the previous paragraph, we need your kind understanding that those situations are beyond the power of our driver.
- vi) Always put safety in high priority during tour activities, especially during outdoor activities, when endeavoring on new experiences, on elevated grounds and when in contact with fire and/or water.

~ The End ~

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Version 4.4

Velvet VIP Vacations & Charter