Terms and Conditions (Package Tours)

The details of your (“Customer” “you” or “your”) travel booking made by you with Asia Tours Pte Ltd (“Company”, “us”, “we” or “our”) will be set out in the Payment to be issued to you upon making a reservation with us.

The Pax Statement should be read together with these terms and conditions (“Terms and Conditions”), which apply to all bookings, unless otherwise specifically stated. Additional terms (“Addenda”) may also apply to cruise holidays and specialty tours, which can be found at www.ChanBrothersCruises.com.

Please carefully review these Terms and Conditions, as well as the terms of any applicable Addenda, before making your reservation. By making a reservation, you are deemed to have read, understood and accepted these Terms and Conditions, and the terms of any applicable Addenda.

1 Reservation, Deposit and Full Payment

To make a reservation, you need to place a deposit with us in accordance with clause 2 and obtain a Pax Statement for the Package Tour. This deposit will form part of your final payment. The minimum deposit is specified in the table below. Your reservation, however, will only be confirmed (in our absolute discretion) before the Package Tour is confirmed. Your reservation will be released if you fail to make full payment by the stipulated dates, or if your deposit is insufficient or is non-refundable, or if any other reservation requirements are not fulfilled. In such a case, we may, but shall not be obliged to, alter your reservation to an alternative Package Tour (or to another destination, or to another date). You will be notified of the details of your (Alternative) Package Tour, and you will be advised accordingly of all such charges before having to make any election. If no alternatives are offered, or if you do not accept an alternative offered, we will fully refund all payments received from you (without interest), in full discharge of our obligations to you.

2 Cancellation by Customer

Unless otherwise stated in the Pax Statement, you may cancel your reservation, in writing, at any time before the designated departure date, subject to payment of a cancellation fee to us, to be computed based on the table below. In such event, you shall additionally be responsible for any non-refundable airport taxes and miscellaneous surcharges imposed by the relevant airline(s). Should there be a refund of airport taxes or miscellaneous surcharges by the airline(s), we shall be entitled to charge an administrative fee of $550, to be deducted from the refund amount, for processing the refund. Please note that any change of departure date, in any time (other than correction of typographical errors) or Package Tour is considered a cancellation and a cancellation fee will apply.

Number of days before departure date and cancellation notice

Cancellation fee per traveller

Package Tours to
China, selected
Europe, 
Africa and
Middle East

Package Tours to
Australia, New Zealand
and Pacific
Package Tours to
Asia, selected
Europe, 
Africa and
Middle East

Other Package Tours departing during peak seasons

Other Package Tours departing during non-peak seasons

- 35 days and above

100% of Minimum Deposit

50% of Minimum Deposit

50% of Minimum Deposit

50% of Minimum Deposit

- 34 – 33 days

100% of Minimum Deposit

50% of Minimum Deposit

50% of Minimum Deposit

50% of Minimum Deposit

- 16 – 15 days

100% of Package Tour fare or $350, whichever is higher

50% of Package Tour fare or $350, whichever is higher

50% of Package Tour fare or $350, whichever is higher

50% of Package Tour fare or $350, whichever is higher

- 7 – 4 days

100% of Package Tour fare

75% of Package Tour fare

75% of Package Tour fare

75% of Package Tour fare

3 days and below

100% of Package Tour fare

100% of Package Tour fare

100% of Package Tour fare

100% of Package Tour fare

Notes:
1. Peak seasons refer to periods falling on Singapore gazetted public holidays and primary and secondary school holidays.
2. Minimum Deposit is specified in the table above.

3. Cancellation by Customer

If, after a Package Tour has departed, any service(s) in respect of your Package Tour is considered a cancellation, we will endeavour where possible to arrange for the provision of an alternative service, we shall not be obliged to refund any fee paid by you in respect of the unfilled service(s), but may do so, on a case-by-case basis.

3 Refund Policy on Unused Portion of Package Tour

No refund, either in full or in part, will be made with respect to all arrangements for accommodation, meals, sightseeing tours or other services which are included in the Package Tour fare but not utilised by the traveller, or where the traveller amends, cancels or varies such arrangement after commencement of the Package Tour.

If, after a Package Tour has departed, any service(s) in the itinerary is/are cancelled or curtailed (other than due to a Force Majeure Event), we shall refund to you the cost of the unused portion of the Package Tour, after deducting an administrative fee of $550, to be calculated based on the table above.

4 Refund Payment Mode

For payments made in cash or via NETS, cheque or bank transfer, such payment will be made by way of cheque and will be processed within 2 to 4 weeks from the date of such payment. For credit card payments, refunds will be made via the respective card company, within 4 to 6 weeks from the date of cancellation. For payments made via travel gift voucher, refunds will be made via a cheque which shall be processed within 4 to 6 weeks from the date of cancellation. The refund process may take longer during peak seasons, due to the increase in transaction volume.

5 Extensions of Stay or Cancellations

Any extension of stay or deviation from the Package Tour itinerary must be in writing. Failure to provide such written request will be deemed to be in accordance with this clause and applicable validity periods, restrictions on air tickets or seat confirmation, and availability of accommodation.

We will endeavour to accommodate your request but cannot assure you that it can or will be effected. If, for any reason, we are unable to confirm your request at least 2 weeks before the designated departure date, the request may not be able to be confirmed and such request will be deemed to have consented to the original itinerary.

Any extension or deviation will be at your own expense and separate transfers to and from the airport will not be provided. All fees and costs (including administrative fee, to be determined in our discretion) incurred to process the request for an extension or deviation are to be at your own expense.

For Package Tours on charter flights, no extension or deviation will be permitted as the air ticket is issued as a single ticket and is non-refundable. Therefore, no extension or deviation is not negotiable, endorsable, re-issuable, refundable or re-transferable. Any alteration of the route or the flight dates by you is solely at your own risk. You and your associated agents shall not be held responsible for any such alteration and any associated expenses incurred.

8 Travel Documents and Travel Insurance

Paid and in your possession. If you fail to produce any such documents or any of the above requisites, we shall not be liable to refund any monies paid by you in relation to the Package Tours.

Any amendment to such name is required, all applicable administrative orders, possession of unlawful items or other criminal activities.

Each traveller is also solely responsible for ensuring that his or her name as provided to the Company and reflected in the Pax Statement tallies with the name in his or her passport or travel document. If any amendment to such name is required, all applicable fees and charges shall be borne by the traveller.

You are strongly encouraged to obtain a comprehensive travel insurance policy to protect against unforeseen events such as flight cancellation, loss, flight delays, travel agent insolvency and medical emergencies. We shall not be responsible, under any circumstances, for any loss, damage or inconvenience caused or extra expense incurred.

9 General Matters Relating to Package Tours

Accommodation

Accommodation at nominated hotels or hotels of a similar standard, will be at the Company’s discretion. A brochure/itinerary/booking form. Accommodation is general basis, on a twin share or single share or triple-share basis. For certain types of accommodation, such as farms and ski resorts, the sharing of bathing facilities may be necessary. For triple-share rooms, the third bed may be a “roll-away” bed. Single room occupancy is usually at additional cost.
11 Pricing Policies

All prices and promotions shown are accurate at the time of print.

Package Tour Fare Inclusions
The Package Tour fare includes airfare, accommodation, meals (if any, mean), sightseeing (if any) as specified in the Package Tour brochure/itinerary/booking form.

Package Tour Fare Exclusions
The Package Tour fare does not include airport taxes, air travel insurance, surcharges, fuel surcharges, any departure tax, duties, taxes and surcharges imposed by the transport companies and other third party service providers, except baggage charges, beverages, room service, gratuities and tour leaders or local guides and tips to hotel porters, and/or any personal expenses. Please check with your travel advisor, for general information regarding visa fees, gratuities to drivers and tour leaders or local guides, as well as local tipping practices.

Child Fare
Children below the age of 12 (as of the date of return to Singapore) are subject to the applicable terms and conditions of such vouchers. Cheques will only be accepted if presented to us at least 3 working days before the due date. All payments must be made in Singapore Dollars.

Promotional Pricing
We may, from time to time, accord discounts and other forms of promotion for our Package Tours. Our policy is to display and confirm all applicable discounts or promotions in our marketing communications and invoices.

Mode of Payment
Payment may be made in cash, by NETS, cheque, credit card or using valid travel gift vouchers (subject to the applicable terms and conditions of such vouchers). Cheques will only be accepted if presented to us at least 3 working days before the due date. All payments must be made in Singapore Dollars.

Pricing Accuracy
To ensure accuracy in billing, our policy is to clearly list all relevant prices (including GST) in our invoices and communications materials. We will also clearly indicate any additional charges for extra services that may be incurred by the Customer.

Receipts
We will issue a detailed receipt for each and every payment made. Whilst we are a GST-registered organisation, no GST is levied for outbound tours. However, if you are a GST-registered customer, you will need to inform our representative before the Package Tour begins.

12 Feedback Mechanisms
We welcome feedback from our customers. Should you have a complaint on the Package Tour, you should inform our representative during the course of the Package Tour and if matter cannot be resolved after our representative’s best endeavours to do so during the Package Tour, your complaint should be made in writing to the Company at feedback@chanbrothers.com.sg.

13 Marketing Communications
We endeavor to ensure that all of our brochures and marketing communications contain sufficient and accurate information regarding our Package Tours, services and promotions. Our terms of sale are readily available on our website.

14 Confidentiality and Privacy
We will comply with all relevant obligations under the Protection of Personal Data Provisions ("PP-Provisions") of the Personal Data Protection Act 2012 ("PDPA") when governing the collection, use, disclosure and care of your personal data in accordance with our privacy statement, a copy of which can be found at www.ChanBrothers.com/Privacy.

We may take photographs and videos of travellers participating in our Package Tours for our advertising and publicity materials (e.g. brochures) or related media programmes (e.g. particularly those involving celebrity Package Tours) and by joining our Package Tours, all travellers shall be deemed to have consented to such collection and/or use on our part.

Notwithstanding, any traveller who wishes to withdraw his or her consent to our collection or use of any photographs or videos of himself or herself may notify us at privacy@chanbrothers.com.sg, whereby we will endeavour, as soon as reasonably practicable, to remove any reference to such Traveller from our advertising and publicity materials and/or related media programmes; provided always that we shall not be liable to recall or change any such materials or programmes that have already been produced, publicly distributed or disseminated by us prior to receiving such notice.

We shall, correspondingly, be entitled to disallow any traveller from joining a Package Tour expressed to be organised as part of a media programme if such traveller does not consent to the taking and use of his or her photograph or to the filming/recording of the same during the course of the Package Tour. In the event that any Traveller is organised as part of a media programme, the Customer warrants that all Travellers, for whom the reservation is made, have been made aware of this clause and have duly consented to the taking and use of their photograph and the filming/recording of the Package Tour for such purpose, terms for which may be found at www.ChanBrothers.com/Celebrit.

15 Third Party Providers
We incorporate and rely on the services of airlines, transport companies, hotels, restaurants and other third party service providers for our Package Tours. These Terms and Conditions and all arrangements or bookings relating to the Package Tour are additionally subject, in every respect, to any terms and conditions that may be imposed by these third party service providers. Whilst we will endeavour to render reasonable assistance to our Customers wherever possible, we have no control over these third party service providers and shall not be liable, in any way, for any changes made by or acts or omissions on the part of such third party service providers in connection with any Package Tour.

16 Rights, Disclaimers and Indemnity

To the fullest extent permitted by law, we shall not be responsible or assume any liability to any Customer or traveller for:

(a) any injury, damage, loss or delay affecting any person or property not arising from our own negligence or breach.

(b) any loss, damage, cost or expense suffered or incurred due to circumstances beyond our reasonable control, including but not limited to:

(i) actions or omissions of third parties (including any applicable third party service providers);

(ii) mechanical breakdowns;

(iii) a Force Majeure Event;

(iv) a failure by the Customer or traveller to comply with any of the conditions of these Terms and Conditions;

(v) a failure by the Customer or traveller to possess, these Terms and Conditions;

(vi) a failure by the Customer or traveller to follow reasonable instructions, including but not limited to:

(a) any injury, damage, loss or delay affecting any person or property not arising from our own negligence or breach.

(b) any loss, damage, cost or expense suffered or incurred due to circumstances beyond our reasonable control, including but not limited to:

(i) actions or omissions of third parties (including any applicable third party service providers);

(ii) mechanical breakdowns;

(iii) a Force Majeure Event;

(iv) a failure by the Customer or traveller to comply with any of the conditions of these Terms and Conditions;

(v) a failure by the Customer or traveller to possess, these Terms and Conditions;

(vi) a failure by the Customer or traveller to follow reasonable instructions, including but not limited to:

We reserve the right to withdraw any itinerary or any reservation made hereunder and/or to decline or refuse any individual as a member of the Package Tour, if it appears to us, in our absolute discretion, that such individual’s presence or participation may prejudice, impair the comfort and enjoyment of the other members of the Package Tour.

You agree to indemnify us, our affiliates and our respective officers, directors and employees, immediately on demand, against all claims, liabilities, damages, costs and expense (including legal fees on a full indemnity basis), arising out of any breach of these Terms and Conditions by you.

17 Miscellaneous

We reserve the right to change, amend, insert or delete any of these Terms and Conditions, or policies contained therein at any time. The latest copy of these Terms and Conditions is maintained and made available on our website. Customers and travellers are responsible for periodically checking our website to update themselves on the latest Terms and Conditions.

Customer Acknowledgement

We reserve the right to withdraw any itinerary or any reservation made hereunder and/or to decline or refuse any individual as a member of the Package Tour, if it appears to us, in our absolute discretion, that such individual’s presence or participation may prejudice, impair the comfort and enjoyment of the other members of the Package Tour.

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