

TERMS AND CONDITIONS

RESERVATION & CONFIRMATION

1. A booking is deemed confirmed only after a 50% reservation fee of the package price is paid within 1 day of booking confirmation.
2. The remaining balance or full payment must be made at least 1 week prior to the arrival date.

PRICES

1. Children aged 4 to 11 are entitled to a 50% discount off the current adult price.
2. No charges will be imposed on infants and toddlers aged 1 to 3.
3. Single travelers are subject to a single room supplement of 100% of the package price.
4. A surcharge of MYR 50.00 per room per night will be imposed during peak season.
5. Fare Inclusive: All prices are quoted per person and include accommodation at Dayang Resort with a private balcony, attached bathroom, and air-conditioned room
6. Only booking with 50% from the total

MEALS AND AMENITIES

Meals:

- a) 2D1N – Teatime, Dinner & Breakfast
- b) 3D2N – 2x Teatime, 2x Breakfast, Lunch, 2x Dinner
- c) 4D3N – 3x Teatime, 3x Breakfast, 2x Lunch, 3x Dinner

Amenities:

- a) Linen, towels & toiletries
- b) Unlimited snorkeling around Dayang Resort from 6 am to 6 pm (at your own risk)
- c) 24-hour electricity under certain circumstances

ALCOHOLIC DRINKS POLICY

Alcoholic drinks are not allowed at Dayang Resort. Guests are prohibited from bringing, consuming, or storing alcoholic beverages on the resort premises. If the resort finds any alcoholic drinks brought by guests, the resort reserves the right to dispose of the drinks and impose a MYR 300 compound on the guests.

CHECK IN / CHECK OUT TIME

1. Boat In: 2:00 PM - 2:30 PM
2. Boat Out: 11:00 AM - 11:30 AM
3. Boat Transfer (Return):
 - Seafest Jetty - Dayang Resort - Seafest Jetty (10 - 15 minutes boat ride, one way)
 - Fixed boat transfer times. Requests for transfers outside these times will incur an additional fee of RM 100 per way.

ARRIVAL INSTRUCTIONS

1. Your journey to Dayang Resort begins at the Seafest Jetty area, where our dedicated team will be waiting to warmly welcome you. Please arrive at Seafest Jetty before 2 PM.
2. The boat departure time is set for 2 PM, so please ensure you arrive with ample time to check in and prepare for an exciting adventure.
3. In the event of failure to arrive by the scheduled 2PM departure time, a late arrival fee of RM 100 per boat will be applied for rescheduling another boat trip. We appreciate your understanding and cooperation in adhering to the departure schedule.

DEPARTURE INSTRUCTIONS

1. The boat departure time from the Dayang Resort jetty is set for 11:30 AM, so please ensure you are ready at the jetty before 11:30 AM.
2. In the event of failure to show at the scheduled 11:30 AM departure time, a late boat fee of RM 100 per boat will be applied for rescheduling another boat trip. We appreciate your understanding and cooperation in adhering to the departure schedule.

ACTIVITIES / SERVICES

1. Dayang Resort reserves the right to modify travel arrangements due to inclement weather or any unforeseen circumstances that, in the resort's full discretion, are deemed unsafe to proceed with activities.
2. Changes to travel arrangements include, but are not limited to, changes in venues, and cancellation or postponement of island tours at any time without compensation.
3. Each room has its own private balcony. Swimming and water activities are allowed from 6 AM to 6 PM. After 6 PM, all guests are prohibited from engaging in any swimming or water activities for safety purposes.

AIRPORT TRANSFERS

1. Airport transfer service is provided upon request (additional charges will apply).
2. Flight Rescheduling: In the event that a flight is rescheduled by the airline, guests must inform Dayang Resort as soon as possible to rearrange the airport transfer accordingly.

DATE CHANGES, CANCELLATION & UNFORSEEABLE CIRCUMSTANCES

Date Changes

1. **Allowed Date Changes:** Date changes are permitted only if requested at least 1 month before the arrival date. MYR 100 fee will be imposed as compensation, and the new date will be subject to the current resort price. The new date must be within one year from the original arrival date and is subject to resort availability.
2. **Late Date Changes:** If a request to change the date is made after the 1-month period, guests must email the resort with their reasons and supporting documents. Only emergency cases will be considered, and the resort reserves the right to accept or reject the request at its discretion.

3. **Unaccepted Requests:** If a date change request is not accepted, the booking fee will be automatically canceled, and Dayang Resort reserves the right to forfeit the full deposit (non-refundable).

Cancellation

1. **Early Cancellation:** If a cancellation request is made one month or more before the arrival date, 50% of the deposit payment will be refundable.
2. **Cancellation Within One Month:** If cancellation is made within one month of the arrival date, Dayang Resort reserves the right to forfeit the full deposit (non-refundable).

Unforeseeable Circumstances

1. In the event of unforeseeable circumstances, including but not limited to maintenance needs or unavailability of slots for your booked dates, and if the resort provides valid reasons and proof for the inconvenience, guests will be offered two options: a full refund of 100% of the total amount paid or assistance in finding alternative accommodations, if agreed upon.
2. These options will be processed promptly and will be the sole and exclusive remedy available to guests under such circumstances.

MOVEMENT CONTROL ORDER (MCO)

In the event of MCO implementation by the government, guests have the right to postpone their vacation date without any additional charges. The deposit will be retained, but requests for refunds are not allowed and will not be entertained.

FORCE MAJEURE

1. Force Majeure refers to any event or circumstance beyond the reasonable control of Dayang Resort that prevents or delays the fulfillment of any of our obligations under these terms and conditions. This includes, but is not limited to, natural disasters (e.g., earthquakes, floods, hurricanes, tsunamis), pandemics, wars, acts of terrorism, civil disturbances, labor strikes, government actions, and other unforeseeable events.
2. Dayang Resort shall not be held liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by a Force Majeure event.
3. In the event of a Force Majeure event, guests are responsible for ensuring their own safety and well-being. Dayang Resort will provide assistance within reasonable means, but guests must follow all safety instructions and procedures provided by the resort staff.
4. Cancellation and Postponement:
 - Postponement: If the resort is able to operate in the future, guests may reschedule their booking to a future date within one year, subject to availability and any price adjustments based on the new dates.
 - No Refund: Refunds will not be provided for cancellations due to a Force Majeure event. However, the deposit or any payments made will be retained and applied to the rescheduled booking.
 - Total Destruction: If the resort is fully unable to operate in the future (e.g., due to complete destruction by a natural disaster), the resort will not be able to offer a

postponement or refund. In such cases, guests are encouraged to contact their travel insurance provider for coverage and compensation.

5. Dayang Resort strongly encourages guests to obtain comprehensive travel insurance to cover potential risks, including those related to Force Majeure events. This insurance should cover trip cancellations, interruptions, medical emergencies, and other unforeseen circumstances.
6. This clause does not affect any statutory rights that guests may have under applicable law.

MODIFICATION OF TERMS AND CONDITIONS

Dayang Resort reserves the right to modify these Terms and Conditions at any time without prior notice. It is the responsibility of the guest to review these Terms and Conditions regularly. The latest Terms and Conditions, as generated on the invoice from the resort's website, shall be deemed as the current and applicable Terms and Conditions. Continued use of the resort's services after any such changes shall constitute acceptance of the new Terms and Conditions.