

TERMS AND CONDITIONS

1.0 RESERVATION & CONFIRMATION

- 1.1 A booking is considered confirmed only upon receipt of a 70% booking fee based on the total package price.
- 1.2 The remaining 30% balance must be paid in full no later than 14 days prior to the scheduled arrival date.
- 1.3 Failure to settle the full payment within this 14-day period will result in the booking being deemed cancelled, and the reserved room will be released and made available for public booking.
- 1.4 For bookings previously made with a 50% deposit, the remaining balance must also be paid in full no later than 14 days prior to the scheduled arrival date. Failure to do so will result in the booking being cancelled and the room made available for public booking.

2.0 ROOM PRICES

- 2.1 Children aged 4 to 11 are entitled to a 50% discount off the current adult price.
- 2.2 No charges will be imposed on infants and toddlers aged 1 to 3.
- 2.3 Fare Inclusive: All prices are quoted per person and include boat transfer (return), meals, and accommodation at Dayang Resort with a private balcony, attached bathroom, and air-conditioned room.

3.0 PEAK SEASON SURCHARGE

- 3.1 Effective immediately, a peak season surcharge of MYR 50 per room per night will apply to all bookings with stay dates falling within the following periods: 30 August to 1 September and 21 December to 31 December. This surcharge is applicable regardless of when the booking was made. This additional charge reflects increased operational costs during peak periods and will be added to the standard room rate for all affected bookings. By confirming or continuing with the booking, guests acknowledge and accept this updated surcharge policy.

4.0 MEALS AND AMENITIES

4.1 Meals

- 4.1.1 Meals included are Tea Time, Dinner, Breakfast, and Lunch. Please note that lunch is not provided on the day of check-in and check-out.
- 4.1.2 Meal times are as follows:
 - Breakfast: 07:15 – 09:00
 - Lunch: 12:30 – 13:30
 - Teatime: 16:30 – 17:30
 - Dinner: 19:30 – 21:00
- 4.1.3 Meals provided based on booking duration:
 - For 2D1N bookings: Teatime, Dinner, and Breakfast are included.
 - For 3D2N bookings: 2x Teatime, 2x Breakfast, Lunch, and 2x Dinner are included.
 - For 4D3N bookings: 3x Teatime, 3x Breakfast, 2x Lunch, and 3x Dinner are included.
- 4.1.4 Guests must follow the provided meal times. If meals are missed for any reason (including late check-in, early check-out, or other circumstances), the resort will not provide replacement meals. Guests may order food from the resort's restaurant outside of scheduled meal times, subject to the restaurant's current operating hours.

4.2 Amenities

- 4.2.1 Guests are provided with linen, towels, and toiletries during their stay.
- 4.2.2 Unlimited snorkelling around Dayang Resort is available daily from 6:00 AM to 6:00 PM, with all necessary equipment provided. Snorkelling is undertaken at the guest's own risk.
- 4.2.3 The resort provides 24-hour electricity; however, power interruptions may occur due to circumstances beyond the resort's control.

5.0 ALCOHOLIC DRINKS POLICY

5.1 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.

6.0 CHECK IN / CHECK OUT TIME & ARRIVAL INSTRUCTIONS

6.1 Arrival at Seafest Jetty must be before 2:00 PM to allow time for check-in and boarding. The boat departs between 2:00 PM and 2:20 PM, and departure from Dayang Resort jetty is between 11:00 AM and 11:30 AM. Boat transfers operate between Seafest Jetty and Dayang Resort jetty, with an estimated travel time of 10 to 15 minutes one way.

6.2 Transfer times are fixed. Requests for transfers outside the scheduled times will incur an additional fee of MYR 100 per way. Failure to arrive on time for the scheduled departure will require rescheduling of the boat transfer, and a MYR 100 fee per boat will be applied for the rescheduling.

6.3 In the event of bad weather or unforeseen circumstances (such as operational delays or safety concerns), boat schedules may be delayed, or rescheduled at the resort's discretion. The resort will not be held liable for any costs or losses incurred due to such changes, and no compensation will be provided.

7.0 ACTIVITIES / SERVICES

7.1 Dayang Resort reserves the right to modify travel or activity arrangements in the event of bad weather or any unforeseen circumstances that, in the resort's sole discretion, are deemed unsafe to proceed. Modifications may include, but are not limited to, changes in venues, cancellations, or postponements of island tours and activities. No compensation will be provided for such changes.

7.2 Each room is equipped with a private balcony. Swimming, snorkelling and water activities are permitted between 6:00 AM and 6:00 PM only. For safety reasons, no swimming or water activities are allowed after 6:00 PM.

7.3 Snorkelling is allowed within the designated area surrounding the resort between 6:00 AM and 6:00 PM. Basic snorkelling equipment is provided free of charge, and guests must use it responsibly within marked safety boundaries.

7.4 Guided tours and other activities, including but not limited to jet skiing, island hopping, sea walking, kayaking, discovery scuba diving, and diving, are also available at additional cost, and are conducted according to the resort's schedule and availability. Guests must register with the resort's staff before use and adhere to the resort's safety rules.

7.5 Participation in any activities, including but not limited to swimming, snorkelling, kayaking, jet skiing, sea walking, discovery scuba diving, diving, and island hopping, whether undertaken independently or under the supervision of resort staff, is strictly at the guest's own risk. Guests are required to follow all resort rules, regulations, and safety instructions at all times. The resort shall not be held liable for any injury, loss, damage, or claim of any kind arising from participation in these activities, regardless of the cause.

8.0 AIRPORT TRANSFERS

8.1 Airport transfer services are available upon request and are subject to additional charges.

8.2 Flight rescheduling: If a guest's flight is rescheduled by the airline, the guest must inform Dayang Resort as soon as possible to allow necessary adjustments to the airport transfer arrangement.

DATE CHANGES, CANCELLATION & UNFORSEEABLE CIRCUMSTANCES

9.0 Date Changes

9.1 Allowed Date Changes:

9.1.1 Date changes are allowed only if requested at least one (1) month before the original arrival date. All requests must be submitted via official email to dayangresort.hq@gmail.com. A fee of MYR 100 per room will be imposed as compensation. The new booking date must be within six (6) months from the original arrival date and is subject to the current resort rates and room availability.

9.1.2 After the compensation fee is paid, the guest has two options. The first option is to confirm a new date within two (2) weeks of payment. Failure to provide a new date within this period will result in an additional charge of MYR 100 per room for each additional week of delay. If no new date is provided by the end of the fourth (4th) week, the booking will be deemed cancelled, and all payments made will be forfeited.

9.1.3 Alternatively, the guest may choose to convert the booking into a one-time open-date credit by paying a flat fee of MYR 800 per room. The guest must confirm a new date within six (6) months from the original arrival date, and the new travel date must fall within one (1) year from the original arrival date. The rescheduled stay will remain subject to room availability and the current resort rates at the time of rebooking. If no new date is confirmed within the 6-month confirmation window, all payments made will be forfeited.

9.2 Late Date Changes:

9.2.1 Requests for date changes made less than one (1) month before the arrival date will only be considered in cases of genuine emergencies (e.g., medical, death in the immediate family). Guests must email their request to dayangresort.hq@gmail.com with a clear explanation and relevant supporting documents. The resort reserves the right to accept or reject any late date change request at its sole discretion. If accepted, the same rescheduling terms, fees, and timelines as stated in Clause 9.1.1 and Clause 9.1.2 will apply.

9.3 Unaccepted Requests:

9.3.1 If a date change request does not meet the stated terms or is not approved by Dayang Resort, the booking will be considered cancelled. In such cases, Dayang Resort reserves the right to forfeit the full deposit, and all payments made will be non-refundable.

10.0 CANCELLATION

10.1 Early Cancellation: If a cancellation request is made one month or more before the arrival date, 50% of the deposit payment will be refundable.

10.2 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).

10.3 All cancellation requests must be made through email to dayangresort.hq@gmail.com.

10.4 Approved refunds will be processed within 1 to 3 months from the date the guest provides bank details for the refund process.

11.0 UNFORESEEABLE CIRCUMSTANCES

11.1 In the event of unforeseeable circumstances, including but not limited to maintenance requirements or unavailability of slots for the booked dates, and upon provision of valid reasons and proof by the resort, guests will be given a full refund of 100% of the total amount paid.

11.2 These options will be processed promptly and shall constitute the sole and exclusive remedy available to guests under such circumstances.

12.0 ROOM ARRANGEMENT

12.1 Dayang Resort reserves the right to adjust room arrangements as necessary in order to optimise occupancy and resort operations.

12.2 Guests may submit specific room arrangement requests (e.g., corner rooms, specific room number), and the resort will make reasonable efforts to accommodate such requests.

12.3 A request is considered specific only if it is clearly communicated to the staff handling the booking at the time of reservation.

12.4 All room arrangement requests remain subject to availability and cannot be guaranteed.

13.0 MOVEMENT CONTROL ORDER (MCO) AND SIMILAR GOVERNMENT RESTRICTIONS

13.1 In the event of a Movement Control Order (MCO) or any similar government-imposed restriction affecting travel or the operation of Dayang Resort, guests have the right to postpone their vacation dates subject to availability and price adjustments based on the new dates. Deposits will be retained and applied to the rescheduled booking. All requests must be submitted in writing to the resort's official email at dayangresort.hq@gmail.com. Refund requests due to such circumstances will not be granted. These circumstances are considered Force Majeure events as described in Clause 14.0.

14.0 FORCE MAJEURE

14.1 Force Majeure refers to any event or circumstance beyond the reasonable control of Dayang Resort that prevents or delays the fulfilment of any 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, labour strikes, government actions (including MCO or similar travel restrictions), and other unforeseeable events.

14.2 Dayang Resort shall not be held liable for any failure or delay in performance caused by a Force Majeure event.

14.3 Guests are responsible for their own safety and well-being during a Force Majeure event and must follow all safety instructions provided by resort staffs. Dayang Resort will assist within reasonable means.

14.4 Cancellation and Postponement:

14.4.1 Postponement: If the resort is able to operate, guests may reschedule their booking within one year of the original arrival date, subject to availability and price adjustments based on the new dates. All requests must be submitted in writing to the resort's official email at dayangresort.hq@gmail.com.

14.4.2 No Refund: Refunds will not be provided for cancellations due to Force Majeure events. Payments made will be retained for rescheduled bookings.

14.4.3 Total Destruction: If the resort is completely unable to operate (e.g., total destruction), no postponement or refund will be possible. Guests are advised to contact their travel insurance providers.

14.5 Dayang Resort strongly recommends guests obtain comprehensive travel insurance covering trip cancellations, interruptions, medical emergencies, and unforeseen events, including Force Majeure situations.

14.6 This clause does not affect any statutory rights guests may have under applicable law.

15.0 MODIFICATION OF TERMS AND CONDITIONS

15.1 Dayang Resort reserves the right to amend, update, or modify these Terms and Conditions at any time without prior notice. It is the guest's responsibility to review the Terms and Conditions periodically. The most current version, as published on the resort's official website, shall apply and be binding on all guests. By making a booking or using the resort's services, the guest agrees to be subject to the latest applicable Terms and Conditions.