

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY AS YOU WILL BE BOUND BY THEM.

1. GENERAL TERMS

- (1) Your contract is with Penang YMCA. Usage of this website is on condition that you accept without variation. The terms and conditions set out here in which Penang YMCA may vary from time to time at its sole discretion with/without notice to you and you acknowledge that the usage of this website constitutes your agreement to all the terms and conditions in force for the time being as set out herein.
- (2) In the Terms & Conditions: "we" or "us" or "Hostel" means Penang YMCA (including, where appropriate, our employees, agents, and suppliers and all relevant insurers); "you" or "guests" means any and all person(s) for whom a hostel room is booked.
- (3) The following terms and conditions create a legally binding agreement between you and Penang YMCA.

2. DEFINITION

- (1) Administration fee : Room booking and administration fee.
- (2) Booking confirmation number : A number will be issued to the guest who successfully completes their room booking process.
- (3) Cancellation charge : 50% for each room cancellation 48 hours before your scheduled check in time. One (01) night accommodation rate for each room cancelled within 48 hours before your scheduled check in time.
- (4) Changes : Such changes are limited and not limited to guest name, booking date(s), room type and any other changes which will be determined by Penang YMCA. For such changes, the guest needs to call Penang YMCA's Call Centre or e-mail us.
- (5) Bed : Queen size bed or single size bed.
- (6) Booking : You place a definitive booking with payment.
- (7) Cafe : Cafe/Restaurant situated at the Penang YMCA.
- (8) Cancellation : When you cancel your booking with us.
- (9) Check-in time : 3.00pm
- (10) Check-out time : Before 12.00pm
- (11) E-mail : Any email from guests send to hostel@ymcapg.com will receive reply within one (01) working day.
- (12) Guest : A staying customer at Penang YMCA.
- (13) Hostel : Penang YMCA.
- (14) Service tax and charges : Government Service Tax 6% and Local Government fee RM2.00 per room per night.
- (15) Multiple nights : More than one (01) night.
- (16) Rate : Price charged for your room(s).
- (17) Real time : A steady flow of new information without interruption occurring immediately.
- (18) Reference print-out : Print out that we issue when your booking has been confirmed.
- (19) Security : Comprises security guards and CCTV.
- (20) Deluxe Twin : 2 single beds. Maximum occupancy is 2 adults.
- (21) Deluxe Triple : 1 Queen size bed + 1 single bed. Maximum occupancy is 3 adults.

3. PENANG YMCA "LIMITED SERVICE" CONCEPT

- (1) All that is necessary and essential to ensure a good night's sleep.
- (2) Safe, clean and comfortable environment.
- (3) Clean en-suite bathroom with hot + cold shower.
- (4) All rooms come equipped with air conditioning, satellite TV, telephone, coffee-making facilities.
- (5) No room service.
- (6) Friendly and helpful Penang YMCA employees and staff.

4. **RESERVATIONS**

- (1) All room reservations, enquiries, or cancellations please contact Hostel at hostel@ymcapg.com
- (2) Payment for your accommodation must be made at the time of booking. All bookings will be charged to via a payment instrument made available by us from time to time i.e. credit or debit card, online transfer or cash. For the walk-in guests, payment by valid credit card and/or cash. Please note that your booking is only valid if you receive a valid reference number sent to your email address by Penang YMCA. If you do not receive a Booking Confirmation number in 24 hours, please contact us at +604 2288211 or email hostel@ymcapg.com.
- (3) All bookings are subject to availability.
- (4) When you first book with us, you will be registered as a "guest" of Penang YMCA and you will be required to provide details of a credit card or cash option which will form part of your registration. We will bill you, your name and all payments for bookings made by you.
- (5) Once your booking has been completed, a reference number will be issued which you should print. You should present this reference number upon check-in at the Hostel, together with proof of your identity (NRIC/Passport) at the point of check-in. The person named in the booking must be the person that will actually be staying, failing which, Penang YMCA reserves its absolute rights to cancel the room or it shall request the person named in the booking to be present during the check-in.
- (6) Your room will be held for your arrival until 2200 hours on the day of your scheduled check-in - after which the booking will be deemed cancelled, unless hostel is informed.
- (7) For multiple bookings, in the event the guest fails to check-in on time at the booking date, we may, with sole and absolute discretion, shall accommodate a new guest to the Hostel rooms for the remaining booking terms without any further notice given to the guests. Upon that, the previous booking will be deemed cancelled.
- (8) Upon check-in, you will be required to provide your credit card for verification/ or pay a deposit for your stay.

5. **PENANG YMCA ROOMS**

- (1) Penang YMCA's rooms vary between Deluxe Twin and Deluxe Triple. During the booking process, should the type of room you require not available, then an alternative one will be displayed subject to the availability. At all material times during your booking process, please ensure that your booking reflects exactly as per your requirement ie booking dates, room types, room rates, number of guest(s) etc in proper manner, failing which, we shall not be responsible and/or liable for your booking.
- (2) Daily cleaning takes place between 0930 hours to 1500 hours. If for any reason our housekeeping staff is unable to enter your room during the first attempt, then cleaning will only take place the following day.
- (3) Guest(s) are not allowed to bring in to the Penang YMCA room as per the followings:
 - (1) no pets, livestock
 - (2) any non-prescribed drugs, flammable liquid, bio hazard, heavy machinery
 - (3) any electronic/electrical appliances which may interfere or obstruct with

the Hostel's computer network/systems (4) any pillows, bed sheets, duvets (5) any kitchen utensils for cooking purpose (6) any other items which may disrupt directly or indirectly our Hostel operation or interrupt other guests' stays in our Penang YMCA.

6. CHECK IN AND OUT TIME

- (1) Penang YMCA operates on a strict arrival check-in and check-out policy.
Check-In Time: 1500 hours onwards Check-Out Time: 1200 hours
- (2) If check-out is beyond 1200 hours, an additional one (01) night's stay is subject to availability, and an additional room rate in real time will be imposed without further notice to the guest.
- (3) Latest time of arrival is 2200 hours on the booking date, failing which, your booking is deemed cancelled. We shall reserve our absolute rights to re-sell the room to our guest(s) without further notice to you.

7. CHANGES AND CANCELLATIONS

- (1) Once bookings made and/or guest(s) checked in, bookings are non-refundable.
- (2) Any changes regarding the date, room category, duration of stay of your booking will require you to cancel your initial booking and re-book your stay with the Hostel.
- (3) Any cancellation or amendment of your booking MUST be done/made 48 hours before your scheduled check-in time. A cancellation Fee of 50% nett will be charged.
- (4) For any cancellations or amendment of bookings within 48 hours before your scheduled check-in time, the monies paid are deemed forfeited. Multi-nights bookings cancelled within 48 hours before your scheduled check-in time will also be deemed forfeited.
- (5) This credit is not transferable to any other parties.

8. PROMOTION Terms & Conditions

The following Terms & Conditions apply to all promotions and offers offered by YMCA Penang. In addition to these Terms & Conditions, please ensure that you familiarize yourself with the specific conditions applicable to any promotion offered to you.

- (1) Promotions are only valid for the period as specified in the coupon.
- (2) Irregularities between the date, room number and the issuer will invalidate any coupons.
- (3) Penang YMCA or its promotional partners shall reserve their absolute rights to hold on the coupon without any reason or/and may cancel the coupon without notice immediately without being liable for any refund or compensation under the following circumstances (but not limited to) where:-
 - (1) the payment for this coupon is fraudulent (ie. using a fraudulent credit card), the credit card by which you paid for this coupon has been reported lost or stolen; the booking is counterfeit or fraudulently obtained;
 - (2) the booking of our Hostel Room(s) has been done fraudulently or unlawfully or has been purchased from a party not authorized by us;
 - (3) the coupon has been altered by anyone other than us or our promotional partners or has been tampered with or defaced (in which case we reserve the rights to retain such coupon).
- (4) Promotion items and prices are subject to changes without notices.
- (5) At the end of your stay period, if you do not wish to use the coupons, it is deemed cancelled.
- (6) Any request for the coupons to be used at future stay periods will not be entertained by Penang YMCA.
- (7) No cash-ins, ie. exchange of cash by Penang YMCA or its promotional partners will be allowed under any circumstances, nor will any promotional offers be honoured or be entertained by Penang YMCA.

- (8) Penang YMCA and its promotional partners will be the sole judge in respect of honouring any promotional offer. Penang YMCA and its promotional partners reserve the right, exercisable in its sole discretion, to discontinue or cancel any promotional offer at any time for any reason whatsoever and without any prior notice. Any person who in the sole opinion of Penang YMCA and its promotional partners deviates from a promotion's rules or from the Penang YMCA's Terms & Conditions may be disqualified without notice and without liability on the part of Penang YMCA and its promotional partners.
- (9) Penang YMCA and its promotional partners, its proprietors and agencies and their families are not eligible to enter any promotion offered by Penang YMCA.
- (10) Each promotional rule shall be severable from each of the other rules, and if any rule is found to be void, invalid, or unenforceable for any reason, the remaining rules shall remain in full force and effect.

9. **DAMAGE**

Penang YMCA reserves its absolute rights to commence any legal action or proceedings against the guests in relation to any damages incurred to the rooms or to the property while in the premise. Penang YMCA also reserve it's absolute rights to charge the credit card of the said damages incurred to the rooms or to the property without any notifications and if such costs of damages are unable to recover fully from the credit card, Penang YMCA shall commence a legal proceedings against the guests without prior notice.

10. **RIGHT TO REFUSE ACCOMMODATION**

Penang YMCA reserves its absolute rights to refuse accommodation to any person(s) without any notice and may terminate the booking or stop any event immediately without being liable for any refund or compensation under the following circumstances (but not limited to) where:-

- (1) such action is deemed necessary for reasons of safety or security; concern any unlawful activities, disturbance or which cause public nuisance which will affect the comfort of the other guests of the hostel.
- (2) your conduct, status, age or physical condition or the physical condition of your luggage is deemed such as to, (i) may cause harm, discomfort or (ii) involve any hazard or risk to yourself or other persons or to our property.
- (3) you have committed misconduct on a previous stay and such conduct may be repeated.
- (4) the applicable rate or any charges or taxes payable have not been paid, the payment of your room rate is fraudulent (ie. using a fraudulent credit card), the credit card by which you paid for the rate has been reported lost or stolen; the booking is counterfeit or fraudulently obtained.
- (5) the booking of our Hostel Room(s) has been done fraudulently or unlawfully or has been purchased from a party not authorized by us.
- (6) the booking has been altered by anyone other than us or our authorized agent or has been tampered with or defaced (in which case we reserve the rights to retain such booking documentation); and/or
- (7) you do not register as the person stated on the booking or the person checking in cannot prove that he is the person named as per the booking (we reserve the rights to retain such booking documentation in such circumstances).

11. **LIMITATION ON LIABILITY AND LAW**

- (1) We are only responsible for your booking reservation and guarantee the same at the Penang YMCA on your date of arrival as per the reservation made by you.

- (2) We only warrant that the room, as described on our Site, will be available to you.
- (3) We are not in a position to guarantee your safety against accidents, death, acts of God, flood, riot, theft, or even acts of negligence. All activities have inherent risks to health and safety and Penang YMCA will not be responsible for any eventualities related to services booked through this site.
- (4) Whilst we make every effort to ensure that the material contained on the Penang YMCA website is accurate, and all material published is in good faith, Penang YMCA does not warrant or represent its accuracy and disclaims to the maximum extent permitted by law all warranties expressed or implied by statute, custom or usage relating to the information contained in the website. Penang YMCA will not be liable for any direct, indirect, consequential losses or damage arising out of the use of this site or any errors, inaccuracies or omissions in materials provided.
- (5) We reserve the rights to retain your credit card details and your consent to us debiting such amounts for which you are responsible for as a result of and in the event any damages caused to the Penang YMCA room by you or your guest(s) during the stay. These amounts may be debited from your card without prior notification.
- (6) We will not be held responsible for any loss or damage of property left in or damaged as a result of being in your Penang YMCA room during your stay. We have no responsibility for any property left behind/damaged as a result of your stay.
- (7) The various linked sites on our Penang YMCA site allows for further link-up and interaction between you and the said sites for promotions and other interactive mediums. The inclusion of all website links on our Penang YMCA site does not imply endorsement by Penang YMCA of such linked sites, or any association with its operations. Penang YMCA is not to be held responsible to either the said sites or you assessing the said linked websites, and is further not responsible for the content of the said linked sites, and does not make any representations regarding the content or accuracy of materials on the said site.
- (8) You are advised to obtain insurance to cover curtailment, and loss of luggage, personal effects, damages, personal injuries and money/valuable belongings.
- (9) The laws of Malaysia shall apply to the Penang YMCA website and the Terms & Conditions therein and court proceedings relating thereto may only be commenced in Malaysia.
- (10) Statutory Requirements. The hostel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These requirements must be strictly observed by you, your guests and/or representatives at all times throughout your stay at the Hostel.

12. **DATA PROTECTION**

We will retain all personal information which you provide during booking. We may need to pass this information to other parties such as our licensees and it may also be required to be provided to security and/or credit checking companies, credit and debit card companies, government and enforcement agencies and public authorities if so required, or as required by law. This may involve sending your personal information between different countries.

13. **DISCLOSURE**

- (1) You consent to the disclosure of your personal information to us. We shall be entitled to disclose and you irrevocably consent to our disclosure of any information pertaining to you to such extent as we may at our sole and absolute discretion deem fit to any security and/or credit checking companies, credit and debit card companies, regulatory bodies, government and enforcement agencies and public authorities if so required, or as required by law; our franchisees, our branches, related corporations, associates,

subsidiaries, affiliates, assignees, proposed assignees, agents, commercial partners, service providers and/or any other parties engaged by us to enable or assist us in the provision of services or to exercise or enforce our rights hereunder and/or any other party whomsoever as we may, at our sole and absolute discretion, deem fit.

- (2) Any disclosure by us of the information referred to in this provision will not render us liable to you for any claim, loss, damage (including direct or indirect damages or loss of profits or savings) or liability howsoever arising whether in contract, negligence, or any other basis arising from or in relation to:

(1) the release or disclosure of the information by us; and/or (2) the information being incorrect, erroneous or misstated; and/or (3) reliance on the information, whether caused by us or other third party's omission, misstatement, negligence or default or by technical, hardware or software failures of any kind, interruption, error, omission, viruses, delay in updating or notifying any changes in the information or otherwise howsoever."

14. **TRADEMARKS, ETC.**

- (1) The material on the ymcapg.com website is the property of Penang YMCA. You may download or use the material on the website for your own non-commercial and private use. Otherwise, the material may not be reproduced, published, distributed, amended, downloaded or otherwise used unless you have obtained Penang YMCA's prior permission in writing.
- (2) All trademarks, marks, materials used on the Penang YMCA's website directly linked and associated to the Penang YMCA.

15. **WEBSITE**

- (1) Penang YMCA reserves the rights to cancel, amend or vary at any time the arrangements featured on the Penang YMCA site without prior notice.
- (2) Conflict between English text and other language text - if there is any conflict or discrepancy between the English text of terms and conditions of this Agreement and any translation thereof, the English text shall prevail.