



**LIVINGSTON HOTEL**  
**Wholly Owned By Miracle Landmark Sdn Bhd (868163-T)**  
**Jalan Utara, Mile 4, 90000 Sandakan, Sabah**  
**Tel: 089-223 223 Fax: 089-204 222**

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## **1. Terms & Condition**

Livingston Hotel (Miracle Landmark Sdn Bhd) governs your use of our website, online booking services, and stay at the hotel. By accessing our website or making a booking, you agree to be bound by these T&C in full. If you do not agree with any part of these T&C, please do not use the website, make reservations, or use any of our services. This T&C is designed to protect both guests and the hotel while ensuring clarity in all transactions and services.

## **2. Use of Website**

- 2.1 You must provide complete, current, and accurate information when making reservations or using our services.
- 2.2 Users must be of legal age to create binding agreements. Minors may only use our website with parental or guardian consent.
- 2.3 You must not engage in any activity that may damage, interfere with, or compromise our website, systems, or linked services.
- 2.4 We reserve the right to suspend or block access to the website for misuse or violation of these T&C.

## **3. Reservations**

- 3.1 Reservations are for personal use only unless otherwise authorized by the hotel.
- 3.2 For group bookings exceeding 10 rooms per stay, direct contact with the hotel is required.
- 3.3 We may request proof of identity upon check-in (e.g., passport, IC). Refusal may result in denied access.
- 3.4 The hotel reserves the right to modify or cancel bookings in case of suspected fraud, unauthorized use, or breach of T&C.
- 3.5 Special requests (e.g., room preferences, dietary requirements) are subject to availability and cannot be guaranteed.

#### **4. Cancellation & No-Show Policy**

- 4.1 Cancellation policies may vary depending on room type, rate plan or promotional offer. The specific cancellation policy applicable to each booking will be confirmed at the time of reservation. Unless otherwise stated, cancellations should be made at least 3 days prior to the scheduled check-in date.
- 4.2 Cancellations made after the allowed timeframe may incur a charge equivalent to one night's stay or as stated in the booking confirmation.
- 4.3 No-show fees will apply if a guest fails to arrive on the scheduled check-in date without prior notice.
- 4.4 All charges related to late cancellations or no-shows will be processed using the payment method provided at the time of booking.

#### **5. Payment & Billing**

- 5.1 All charges including room rates, services, food & beverage, spa treatments, or other hotel facilities are payable upon check-out unless pre-authorized.
- 5.2 Credit/debit card details may be required to secure reservations, guarantee bookings, or process prepayments.
- 5.3 Guests authorize the hotel to charge the card provided for outstanding balances, damages, or unpaid services.
- 5.4 While reasonable measures are taken to secure card details, the hotel is not liable for losses arising from unauthorized access due to hacking or malware.

#### **6. Personal Property & Liability**

- 6.1 Guests are responsible for their valuables. Safe deposit boxes are available in rooms.
- 6.2 The hotel is not liable for loss or damage to personal property brought onto premises, except as required by law.
- 6.3 Guests must comply with hotel rules for safety, security, and conduct.

#### **7. Data Protection & Privacy**

- 7.1 Please refer to our Privacy Policy for detailed information on the collection, use, and protection of your personal information.
- 7.2 Personal data may be used for reservations, guest services, marketing (with consent), legal compliance, and administrative purposes.
- 7.3 By making a reservation, you consent to the processing of your personal data as described in the Privacy Policy.

## **8. Intellectual Property**

- 8.1 All content on the website, including text, graphics, logos, images, and software, is property of Livingston Hotel or its licensors.
- 8.2 Content may not be copied, reproduced, or used for commercial purposes without prior written consent.

## **9. Third-Party Websites & Services**

- 9.1 The website may contain links to third-party websites. Livingston Hotel is not responsible for content, policies, or services provided by third parties.
- 9.2 Use third-party websites at your own risk and comply with their respective terms and conditions.

## **10. Limitation of Liability**

- 10.1 To the fullest extent permitted by law, Livingston Hotel is not liable for indirect, incidental, or consequential damages arising from use of the website or services.
- 10.2 Your exclusive remedy for claims related to services or products provided is limited to the amount paid for the service.
- 10.3 The hotel is not liable for interruptions caused by force majeure events (e.g., natural disasters, strikes, or emergencies).

## **11. Indemnity**

You agree to indemnify and hold harmless Livingston Hotel, its officers, employees, and agents from any claims, liabilities, or expenses arising from your use of the website, breach of T&C, or negligence.

## **12. Governing Law & Dispute Resolution**

- 12.1 These T&C are governed by the laws of Malaysia.
- 12.2 Any disputes arising from these T&C or reservations will be resolved amicably or through the courts of Malaysia.

## **13. Changes & Variations**

- 13.1 The hotel reserves the right to modify or update these T&C at any time without prior notice.
- 13.2 Continued use of the website or services constitutes acceptance of the updated T&C.

#### **14. Contact Information**

For questions, concerns, or complaints regarding these Terms & Conditions, please contact:

**Email:**

reservation@livingstonhotel.com.my

online.livingston@gmail.com

livingston\_reservation@yahoo.com

**Phone:**

089-223 223

017-813 3383