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## **MAGI BOOKING TERMS & CONDITIONS**

Please read following information carefully before you complete the Booking Form as payment of deposit will establish the contract to all booking conditions set out below.

BOOKINGS: The bookings can be made by phone, fax or by email and must be accompanied by a completed and signed Booking governments, or foreign exchange fluctuations. The scheduled Form, Photocopy of current valid Passport and a non-refundable prices are current as on 1st of July 2019 and are based on airfare, deposit of \$500. The higher deposit for each group may apply and may vary as mentioned in the individual group itinerary. Deposits for additional travel arrangements may be applied at any time as per supplier terms and conditions.

PAYMENTS: All prices are shown in Australian Dollars and are calculated on currency rates and fares existing on 1st July 2019. A non-refundable deposit of \$500 is required at booking to secure your place in the group. Additional or higher deposits may also be advised to secure bookings with Magi suppliers and partners. Any additional bookings or payments made for purchase of bookings with third party suppliers will be governed by supplier terms and conditions. Interim payment may be required for some groups as advised in the individual group itinerary to secure your bookings. The final payment must be made no later than 90 days prior to the confirmed departure date. Payments can be made via Bank Cheques, Bank Transfers or Credit Cards (surcharge applies).

LATE BOOKINGS: Bookings made within 60 days from departure will require full payment within 24 hours of confirmation. Magi cannot promise that any tour plans made within 60 days of departure will be on group flights and guarantee the published tour prices.

ADDITIONAL BOOKINGS: Magi can advise and organize additional flights, pilgrimages, hotel accommodation, car hire, etc. for pilgrims desiring to extend their journey at additional costs. Additional non-refundable deposits and cancellation charges may apply. The booking terms and conditions of the tour supplier and airline may be different from the conditions of Magi and must be followed. Cancellation of such additional booking will be borne by the pilgrim in addition to a Magi administration fee of \$100. Magi is not liable for the expenses of any other travel arrangements affected by the cancellation or deferring of its tour departures.

CHANGES TO CONFIRMED BOOKINGS: A fee of \$50.00 per person per change plus any excess charges required by suppliers up to 90 days prior to the departure. From 59 days to 30 days' prior a fee of \$100.00 per person per change plus any excess required by suppliers. Within 29 days prior to the departure and after departure a fee of \$200 per person per change plus any excess required by suppliers.

CANCELLATION POLICY: Once a deposit has been made, cancellations will only be accepted in writing. A loss of the non-refundable deposit of \$500 will apply for cancellations up to 90 days prior to the departure date. From 89 to 60 days prior to the departure cancellation cost will be 50% of the tour cost. No refund will be available for cancellation within 59 days prior to the departure and for un-utilised bookings. Once the air tickets are issued the ticket price is non-refundable. The request for a refund must be in writing and will be processed within 60 days of written notice. Changes from Air + Land package to only Land package would incur a charge of \$400. No refund or cancellation fees will be waived due to death or sickness.

PASSPORT – VISA: Pilgrim must possess an Australian passport with a validity of at least six months. The Non-Australian passport holders must possess a valid visa to re-enter Australia. Visas required by pilgrims must be applied by the passport holder unless otherwise stated. Magi travel consultant will be able to advise you of the visa requirements but it is pilgrim's responsibility to ensure that they possess valid travel documentation. Cancellations due to lack of travel documents will be treated as per standard cancellation policy.

FINAL DOCUMENTS: The final travel documents are delivered upon receipt of final payment and within 2 weeks of departure. Upon receipt of your documents you are liable to check your itinerary, date and time of travel, name check and any other important information to assure their validity. It is pilgrim's responsibility to immediately contact Magi if final documents have any errors. Pilgrims booking a land package only must provide Magi with their travel documentation at least 10 days prior to departure.

**TRAVEL INSURANCE:** It is compulsory for all pilgrims to possess a travel insurance. The package does not include any insurance cover for accidents, health issue or anything else related to unforeseen circumstances. It is a condition of booking that you purchase appropriate travel insurance at the time of booking to cover yourself against loss of deposits through cancellation charges, medical expenses, loss of luggage, theft and other expenses suffered while traveling. Magi makes no guarantees about the compensations under any insurance claim. You agree

not to hold Magi accountable for any decision made by insurers, suppliers, foreign government, or foreign law.

QUOTED PRICE: The prices are subject to increase at any time due to changes in taxes, charges imposed by airlines, tour companies, overnments, or foreign exchange fluctuations. The schedule rices are current as on 1st of July 2019 and are based on airfart tours, land transfers, entry fees, taxes and foreign exchange rates calculated on the pilgrimage departure. Magi has the right to amend prices at any time prior to departure without notice if conditions so warrant. Any fluctuations in the foreign exchange rate of Australian Dollar may affect the published price. If the total cost of the pilgrimage changes beyond 15% pilgrims have the right to cancel in writing within 15 days of such communication without penalty. In case of a human billing fault and/or computer errors, we reserve right to re-invoice with correct billing. The deposit of payment indicates that your acceptance of customary fees and costs paid to our overseas suppliers.

ROOM TYPES: Prices shown are based on double beds or twin beds occupancy. Pilgrims can make specific requests for single, double, or triple rooms at the time of booking though availability cannot be guaranteed. Single rooms are available at additional charges. Demands for triple room can be done by either a fullsized triple room or a twin-bedded room with an extra roll-away bed. The twin share cost applies for all the guests that booked triple rooms. Individual travellers opting to Twin share with a fellow pilgrim of the same gender, do so in the full understand that Magi cannot guarantee or is responsible for the compatibility or medical fitness of the individual. The room allocation will be at Magi's discretion and is not guaranteed however we will use reasonable effort to allocate rooms according to the request and/or availability. If a same-gender partner cannot be matched due to the group size and demographics, the individual may be offered a discounted single supplement closer to departure.

MEALS: Magi pilgrimage contains two meals per day (breakfast and dinners) which are served at the hotels. Beverages are non-inclusive and there is no refund for any unused meals. Please advise any special meal request on the booking form however we cannot guarantee that special meal requests can be met.

AIR TRAVEL: Flights will be booked in economy class for departures from Sydney, Melbourne, Brisbane, Adelaide, and Perth and are subject to usual conditions of carrying airline and international laws. Pilgrims can select to travel on a different airline or cabin class to the group with additional costs. Magi accepts no responsibility for cancellations, loss, delays, injury, illness, or expenses incurred by the undertakings of the airlines. Air fare increases and fuel surcharges can be applied to the cost of the tour without notice prior to final ticketing. The request for specific seat should be made at the time of booking however we cannot guarantee on seat assignment.

BAGGAGE: Pilgrim is permitted to bring one checked suitcase, one small carryon bag and one personal item (i.e. purse, laptop case). In general, the airlines permit one checked bag weighing up to 30 kg. Please check with your specific airline to verify the size and weight allowances. Magi is not responsible for the loss, theft, delay, or damage to pilgrim's belongings.

YOUNG TRAVELERS: Pilgrims who are less than 18 years old on the departure date must be accompanied by an adult. If a child will be traveling with adults other than the parents, it is recommended to carry an authorisation letter from the parents. We also recommend you to contact the applicable consulate and airlines to find out any additional requirements. For the purposes of our tour an infant is defined as anyone who is under the age of 24 months for the entire duration of their trip. A child is defined as any one between the ages of 24 months and 11 years for the entire duration of their trip.

MINIMUM NUMBER: A pilgrimage can only function at the publicized price if a minimum number of bookings are reached. If at 60 days prior to departure, numbers fall below the minimum, a supplement charge on booked pilgrims may be applied to guarantee the departure. We are not accountable for interruption to any travel arrangements not booked or operated by Magi.

HEALTH: Our pilgrimages require a reasonable amount of walking and climbing due to the terrains and the sites visited. Pilgrim's with pre-existing health conditions must declare such conditions at the time of booking. We recommend you consult your General practitioner on any vaccination requirements. Pilgrims with ongoing medical conditions or disabilities must bring an accompanying carer. Most of the sites, hotels etc may accommodate wheelchair/walking aides. Magi cannot be held liable for the result of medical clearance submitted to the insurance, airlines, or suppliers by pilgrims. Medical assistance for health reasons can be provided on request only by the pilgrim if required. Without a request from the pilgrim we cannot offer medical assistance unless in an emergency situation where an ambulance or other such emergency services will be called. We

are not liable for any such services provided based on request or due to emergency.

**BEHAVIOUR:** We are here to provide the best services possible but in doing so we will not tolerate abusive or aggressive behaviour from our Guests. We will refuse to deal with and may terminate the vacation of guests who assault or are aggressive with our Company Representatives or service providers. They will be sent back at their own cost and no refunds will be made for any part of the tour. When you make a booking, you accept responsibility for the proper conduct of all members of your party during your stay.

**CLAIMS:** We ensure that all your travel plans go on smoothly, however should a problem arise it is important to resolve with the service provider. If you are not capable to resolve the matter, it should be raised to our local contact person immediately. If this is impossible, we should be informed at the earliest. If you are unhappy with your hotel room, please inform the tour manager so the conditions may be resolved right away. If you could not take these steps your claim for reparation may be reduced or denied. If you have a grievance this should be put to us in writing detailing the efforts that were made with the local service provider to resolve the problem. Please forward the complaint with supporting documentation, within 30 days of the date of the service. No claim made after this period will be considered.

PRIVACY STATEMENT: We value your privacy and will not share your personal information to third parties except as required by law, or in case of obtaining reservations on your behalf in accordance with Privacy Act 1988. We are not capable to accept any responsibility for the confidentiality of information after it leaves our direct control.

BROCHURE DISCLAIMER: Images in the brochure / itineraries is for representation purpose alone. Hotels are selected, subject to availability, from grading suggested by local authorities, past pilgrims or our representatives with due consideration to the group's requirements. Every effort has been made to ensure that these details are accurate at the time of publishing but, are subject to any statutory liability which may not be excluded by law. Magi is not liable for any error, omission or inaccuracy in its brochures/websites whether occurring at, or after, the time of publishing in regard to price or any other detail or booking condition. Itineraries are indicative and provides and overview of the sites and destinations covered and in some circumstances beyond Magi's control, pilgrimage itineraries may differ to that listed in the brochures. We assure you of our best efforts to provide you with the comparable services/accommodation and/or itineraries and there shall be no refund as a result of these amendments.

RESPONSIBILITIES: Magi Holidays Pty Ltd arrange and coordinate the accommodation, tours, cruises, and transfers, making bookings, and issuing vouchers. The bookings with Magi are subject to the terms and conditions and limitations of liability enforced by airlines, coach operators, hotels, and other service providers, whose services we utilise, which limit or exclude liability in respect of death, injury, delay and loss or damage of baggage. Magi does not accept any responsibility for the acts, omissions or negligence of those airlines, coach operators and cruise companies, hoteliers or other persons providing services. We do not accept any liability for any harm, injury, loss, delay, additional cost, or inconvenience caused directly or indirectly by force majeure or by act of God, political instability, civil war, natural disaster, accidents, failure of equipment or machinery, industrial action, or any other unforeseen conditions. In any of the above conditions Magi Holidays does not take responsibility of refunds. You should be familiar with any health, passport, or visa requirements for the destinations that you are visiting or transiting. We will not accept liability for any loss or expense due to your failure to comply. You agree to indemnify Magi from and against any liability, damage, loss, or additional costs due to any action, inaction, or omission on your part. You accept the associated risks of travelling through areas of political or climatic instability, high altitude, and remoteness without proper medical services. It is your responsibility to check for any latest travel advice with smart traveller on the destinations you are travelling. http://www.smartraveller.gov.au. The pilgrims are expected to abide by the laws of the land. Magi is not responsible for any illegal activity or violent behaviour or any other offence committed by the pilgrim against the local law. The confirmation of a booking creates your acceptance of all terms and conditions as described herein and establishes the basis of your contract with Magi Holidays Australia Pty Ltd.

**VICTORIA LAW:** The terms and conditions published herein are governed by the laws of Victoria, Australia.

**THE COMPANY:** "Magi" or 'We' in the context of these terms and conditions means Magi Holidays Australia Pty Ltd. ABN 73 604 917 446. Magi Holidays is a licensed travel agent, and an approved participant of the AFTA Travel Accreditation. ATAS: A12689.