



Booking Conditions

All holidays described on our website and brochures are arranged by Magical Explorer Limited. Magical Explorer Ltd may be referred to as "The Company", "We" or "Magical China, Magical Japan", "Magical Indochina", or "Magical Korea" which are trading names applicable to each particular region/country where we specialise in providing our tours. Our customers are the name which appears on the booking form and is referred to as (the "Client"). By accepting this contract, we agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us. Confirmation of booking is subject to the following conditions:

Your Financial Security for international Flight inclusive holidays with tours departing from the UK.

The air holidays and flights shown on our website and brochure are ATOL Protected since we hold an Air Travel Organiser's License (ATOL) granted by the Civil Aviation Authority (CAA). Our ATOL number is 6450. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, please visit the ATOL website at www.atol.org.uk.

There is APC protection fee £2.50 per passenger effecting from 1 October 2009, which is requested by CAA.

"Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong."

"We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."

"If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

Booking and Payment

A completed Booking Form together with a deposit of **£300.00 per person** is required in order to make a definite booking. The confirmation invoice will confirm the details of your holiday booking and show the outstanding balance, which is due no later than 90 days before the departure date. Unless Magical Explorer Ltd has been notified prior to payment date with a valid reason which agreed by both parties, any payment which didn't reach our account by the date specified on the ATOL invoice will be subject to a £50 charge per person. A further charge of £50 per person will apply each week of non payment. Non receipt of the balance by Magical Explorer on the date due will result in the travel arrangements being liable to cancellation with no refund.

Tickets and other documentation will normally be forwarded 14 days before the date of departure. Client who wishes to pay by credit card should be aware that we have to pass on the charge levied to us by the credit card company for processing such a payment. You will be notified and informed of any bank charge prior to us accepting your payment, giving you the opportunity to select your preferred payment method.

Please check the confirmation invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if you do not tell us about any mistake in any documents within 3 days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If You Change Your Booking

After our confirmation/invoice has been issued and you wish to change your travel arrangements, we will endeavour to make the alterations, however it may not always be possible. Any request for changes must be made in writing and you will be required to pay an administration charge of £30 per person, plus any further costs incurred in making this amendment for example flight amendment charge etc. Certain travel arrangement cannot be changed after a reservation is made therefore the alteration will incur a 100% cancellation charge. We advise Client to contact us regarding the change as soon as possible.



If You Cancel Your Holiday

Under circumstances where you wish to cancel your holiday 90 days prior to departure, your reservation can be cancelled but your deposit will be forfeit. Where flights have been purchased in full at deposit stage and prior to Magical Explorer receiving your full holiday payment, no flight refunds will be provided for client cancellations, except where the airline consolidator and airline agree to make a voluntary and compassionate refund / partial refund. Please note an administration fee of £40 per person will apply for processing and obtaining any voluntary refunds from each supplier. Note if your reason to cancel is covered under your travel insurer's terms & conditions you may be able to recover these charges.

If we received your cancellation notice within 90 days of your departure date (our mandatory full payment period), you will be liable for the cancellation charge in the table below, except where specific flights have been purchased in premier economy, business class, or first class. In this situation the cancellation percentage charges stated in the table below do not include for your flight tickets purchased.

Where full payment has not been received within this 90 day period, no refund will be provided.

61 - 90 days before departure	60% of total payment
31 - 60 days before departure	80% of total payment
1 - 30 days before departure	100% of total payment

If We Change or Cancel Your Booking

It is unlikely we have to make any changes to a customer's travel arrangements, however occasionally changes may be required and we reserve the right to do so at any time. Most changes are minor such as accommodation changes to one of same standard, guided itinerary sequence changes, cancellation or modifications of a day tour or activity, or closure of a hotels facility. Occasionally the sequence in which cities are visited and duration of time spent in each city can change due to local conditions or other reasons which are out of our control. Our itineraries are created many months in advance and designed according to the most updated airline, train and cruise timetable information available. We reserves the right to alter the itinerary of any tour in the event of air schedule or surface transportation changes, or if matters beyond our control make such alteration necessary. We will however always act in our Clients' best interests to handle any amendments and will advise you of any changes as soon as we are aware of them. We also reserve the right in any circumstances to cancel a tour. For example if the minimum number of clients required to operate a particular group tour is not reached at 60 days prior to departure. In this situation we will discuss with the client and either offer an alternative departure date which is as close to the original departure date as possible, or travellers can pay to have the tour on a private (or lower group size) basis, or we will try to offer you an alternative comparable tour. If no other options are available we will provide a full refund, however compensation will not be applicable as stated in Package regulations. In event of any cancellation, please note we do not have any responsibility or liability for any consequential loss you may occur from arrangements with any other party or parties.

Except where otherwise expressly stated in the Booking Conditions, we regret we cannot accept liability or pay any compensation for Force Majeure or where the performance or prompt performance of our contractual obligations is prevented, or affected by, or you otherwise suffer any damage or loss as a result of any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, technical problems with transport, closure of airports or ports, changes of schedules by scheduled airlines, adverse weather condition, fire and all similar events outside our control.

Non receipt of the balance to Magical Explorer Ltd on the invoice date due will result in travel arrangements being liable to cancellation with no refund or compensation.

In compliance with the Package travel tour regulations, the consumer is entitled, (where appropriate), to be compensated by the organiser for non-performance of the contract for sums specified in the terms and conditions, except where the package is cancelled by reason of unusual and unforeseeable circumstances beyond the control of the tour operator, the consequences of which could not have been avoided even if all due care had been exercised, for instance earthquake or volcanic activity. In regards to natural disasters and volcanic activities, customers should ensure they obtain the appropriate level of travel insurance which covers expenses or claims due to volcanic activity or natural disaster.

Price Policy

The price of your holiday was calculated using the following exchange rates as quoted in the HM Revenue & Custom Monthly Exchange Rate published for July 2016: £1 sterling = US\$1.46 and Japanese Yen153. Tours are planned up to one and a half years in advance. It is inevitable that some prices and information on our website may change, and we reserve the right to alter the prices and content of any of the holidays as necessary.

Once the price of your chosen holiday has been confirmed to you at the time of booking, we will only increase or decrease it by way of a surcharge if our costs increase because of changes in a) transportation costs including fuel, scheduled airfares and any other transport surcharges which form part of our contract with the transport provider; b) dues, taxes or fees chargeable for service such as landing taxes or embarkation or disembarkation fees at ports and airports; c) exchange rate. Even in these cases, only if the amount of the increase in our



costs exceeds 2% of the total costs of your holiday (excluding insurance premiums and any amendment charges), will we levy a surcharge. If any surcharge exceeds 10% of the holiday price holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies paid for your holiday (except for any amendment charges or conditions agreed at your booking stage, for example non refundable flights purchased). Should you decide to cancel for this reason you must exercise your right to do so within 14 days from the issue date printed on your surcharge invoice. Alternatively, you may transfer your booking to another holiday without paying an amendment fee.

In return for this guarantee and its associated risks, we are unable to make any refunds or reductions in the event of favourable exchange rate variations or any other decreases in our costs. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Travel Insurance

It is the responsibility and booking requirement of the Company that the Client arrange adequate travel insurance before they travel and we highly recommend they have this in place immediately after booking their holiday. We request our clients provide detail of their travel insurance for our records before they travel on their holiday. Magical Explorer Ltd cannot be responsible for any compensation, claims or losses that could have been obtained, if the client was adequately insured.

Passport, Visa and Health Requirements

Please ensure that you have a full valid 10 years passport and visa for entry into China and that you have the required vaccinations as recommended by your doctor. We provide a China visa service.

Passengers must be able to climb ramps for ship embarkation/disembarkation. For passenger safety and enjoyment, you should be in good physical condition to participate in all tours. Ships and destinations in China do not have facilities to accommodate wheelchairs or physically challenged passengers.

For the Tibet tour, due to the extreme high altitude, a doctor's certificate is recommended stating that the traveller is fit to travel and his / her blood pressure and heart condition is normal. In the thinner atmosphere above 3000m (9842ft) or sometimes at lower levels, a lack of oxygen causes some people headaches, nausea, shortness of breath, physical weakness and other symptoms. These can possibly lead to serious illness especially if combined with heat exhaustion, sunburn or hypothermia. Acute mountain sickness can affect anyone and we recommend taking care not to ascend mountain peaks above 3000m too quickly.

Due to Japans Reciprocal Visa Exemption arrangements, all British and Ireland travellers with a valid passport do not require a visa to enter Japan for stays of 6 months or less. Visa are however required if you are engaging in remunerative activities. For other countries please check with the applicable embassy.

Our Responsibilities for Your Holiday

We promise to make sure that all parts of the holiday we have agreed to arrange are provided with reasonable skill and care. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss, damage, expense, cost or claim of any description which results from any of the following:

- a) the fault of the Client or any member(s) of the party or
- b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or
- c) an event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care or
- d) the fault of anyone who is not carrying out work for us (generally or in particular) at the time
- e) Unusual and unforeseeable circumstances beyond the control of the Company.

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday.

Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website or in brochure.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and regulations of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK.



In the event of any flight being delayed or cancelled, be it domestic or international, the relevant airline will make arrangements, dependent on the time of day and duration of the delay. Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights are available from airlines. However, reimbursement in such cases is the responsibility of the airline and will not entitle you to a refund of your holiday cost from us. In addition, your attention is drawn to your travel insurance detailing the levels of compensation available in such cases.

In the event that your luggage is lost or damaged you should claim against your travel insurance policy. Our liability for lost and damaged luggage is restricted in accordance with relevant international conventions.

Where any claim (including those involving death or personal injury) based on travel arrangements provided by transportation and stay in a hotel, these damages shall be limited to the price paid for the tour. The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier or hotel keeper concerned would have to pay under the international convention or regulation. Please note where a hotel would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim; we similarly are not obliged to make a payment to you for that claim. When making any payment, we are entitled to deduct any money which you have received from the hotelier or service supplier for the complaint.

The company also does not accept responsibility for any injuries, loss or damage for any activities that do not form part of the arrangements provided by us.

You must provide ourselves and our insurers with all assistance we may reasonably require.

Hotels and Cruise

All star ratings are provided by the country of destination. We select quality accommodation for customers but standard may vary in different sightseeing places.

Tour Schedules and activities

Tour activities are subject to change dependent upon flight timetable, water levels, port accessibility and weather.

Other Hotels and Cruise Guests

Many hotels, especially in cities and major resorts, accommodate conventions and conferences. The hotels we feature are shared with guests from many countries with different cultures and customs. We have no control over the acceptance of bookings at the hotels we feature other than our own. We are therefore unable to accept any responsibility for any inconvenience caused by such groups or their activities.

If We Change Your Hotel and Cruise Accommodation

We do not control the day to day management of your accommodation, and in exceptional cases it is possible that we may be advised that the reserved accommodation has been overbooked. If this happens before your departure or on arrival in resort we will endeavour to provide accommodation of at least the same standard in the same resort area. If only accommodation of a lower standard is available we will refund the difference of the price.

Meals

Meals if included are pre booked with restaurants which have received approval of health and hygienic standard by the government of the country you are visiting. They are not always cheaper than buying the same arrangements locally because these packages are offered for convenience of being both booked and paid for in advance. No refunds on meals not taken can be given. We will endeavour to cater special diets such as vegetarian but cannot be guaranteed. Please take into consideration that oriental food in the country may not be the style you are familiar in the UK.

Transportation

You may expect to be received by coach, minibus or car depends on the size of your group. Please take into consideration that the transportation standard may be different to UK especially in developing countries therefore they should not be compared like to like.

Flight Seat Requests and Aircraft



We strongly recommend that you check in early if you have particular seat requests. The Company has no control over the allocation of seats by the airline and even if a request has been made with the airline to pre-book seats, no guarantee can be made that they will still be available on departure. Please note airlines operate both older and more modern aircraft within their fleet; we cannot guarantee the type of aircraft you will travel.

Special Requests

Where special requests eg. Diet, room location, twin or double bedded room, smoking or non smoking, a particular facility at a hotel, flight seat or particular meals etc, you must advise us when the booking is made. We are happy to pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. The provision of any special request does not constitute a term of your contract with us.

Additional Excursions and Activities

Additional activities purchased locally or any advice or assistance offered by our suppliers/tour guides as a result of a request by you or any member of your party does not imply that the activity has been sold by the Company or that they have acted on behalf of the Company.

Safety Standards

Not all countries have health and safety standards as stringent as those in the UK. For example, accommodation may not have the separate fire escapes, alarms, detection, fire and smoke control measures that we take for granted at home. National and/or local regulations apply to hotels, cruises, and other services but these standards may exceed or fall short of the UK equivalent.

Conditions of Suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions.

If you have a complaint

In the unlikely event that you feel dissatisfaction with aspect of your holiday arrangement we ask you to bring this to the attention of our representative at the time so that the matter may be resolved right away. All efforts to rectify your complaint will be made on the spot whilst you are at your resort. By informing our local service provider / tour guide, they will be able to assist in rectifying your grievance with minimal disruption to yourself and enable you to enjoy your stay. If the matter cannot be put right on the spot you must ask our representative for a Holiday Report Form which you must then complete in his or her presence. One copy will be given to you and the other copy sent to head office. If you remain dissatisfied, you must write to us within 15 days of return from your holiday quoting your booking reference number. Relevant receipts and substantiating evidence must be attached to the letter of claim. Any complaint concerned with the arrangements for your holiday will be dealt with carefully and fairly by our staff.