



Magic Carpet Travel

MAGIC CARPET TRAVEL LTD. BOOKING TERMS AND CONDITIONS

1. THE CONTRACT

These terms and conditions shall form the sole contract between Magic Carpet Travel Ltd, hereinafter referred to as the “Company” and the clients named on the booking form signed by one of those named authorized to sign of behalf of the whole party, hereinafter referred to collectively as the “client” or “clients”. A contract exists between the client and the Company either: - (a) once the Company receives a completed and signed booking form, and has written to the client accepting the booking, or (b) once the client confirms a booking as definite and the Company has confirmed full holiday details, whether or not in writing, if the booking is made within 8 weeks of departure date.

2. PAYMENT

(a) For all contracts under 1(a) the non-refundable deposit is payable with the booking form and the balance shown on the final invoice is payable not later than 8 weeks prior to departure date. (b) For all contracts under 1(b) the full price agreed is payable immediately. (c) For all contracts, any failure to pay within the time specified gives the Company the right to assume the booking cancelled, and to charge cancellation charges as specified in Clause 15. (d) No reminders or statements will be sent.

3. VACCINATIONS

Clients are responsible for any vaccination certificates required. Information and general advice on these matters is given in good faith, but the Company cannot be held responsible for it.

4. ACCEPTANCE

The Company reserves the right to refuse, without explanation, any booking from prospective clients whom the Company considers for any reason to be unsuitable for the type of travel to be undertaken.

5. HOLIDAY PARTICIPATION

Clients agree to accept the authority and decisions of the Company’s employees, tour leaders and agents whilst on holiday with the Company. If in the opinion of such person the health or conduct of any client at any time before or during the tour appears to endanger the safe, comfortable or happy progress of the holiday, then the client may be excluded from all or part of the tour, and the expenses of any such exclusion shall be borne by the client. In the case of ill health the Company may make such arrangements as it sees fit and recover the costs thereof from the client. Clients are expected to respect and obey the laws and regulations of the countries visited and failure to do so shall relieve the Company of all obligations they may otherwise have had under these booking conditions.

6. SINGLE TRAVELLERS

Clients travelling alone must accept that occasionally it may be necessary for them to share a twin room with another single participant on certain sections of the tour, although

this will be the case only if accommodation is limited for any reason.

7. TRAVEL INSURANCE

Adequate insurance cover for personal accident and medical expenses is compulsory for all clients. The client is wholly responsible for arranging suitable insurance.

8. DUE DILIGENCE

Magic Carpet Travel Ltd. have been designed to expose the client to the true nature of the environment visited and therefore involve an element of personal risk and exposure to potential hazards over and above those normally associated with more conventional package holidays. In addition to the fact that Iranian laws relating to health and safety are not comparable to British law, clients will be travelling through potentially hazardous physical terrain and must accept that medical facilities, particularly in remoter areas, may be extremely limited. All bookings are accepted on the understanding that such risks and hazards are appreciated by the client. Moreover, the Company can accept no responsibility for the luggage and personal property of the client.

9. AGE LIMITS & FITNESS

All participants, particularly the elderly, are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary. As a general guide, we believe that normally fit people of any age will be able to participate. If in any doubt, professional medical advice must be sought by clients. Children can be accepted on tours on condition that a parent or guardian accepts full responsibility for them.

10. ILLNESS OR DISABILITY

Anyone suffering from any illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any drugs or other cause of treatment which may be required during the tour. Failure to make such disclosure shall constitute a breach of these conditions and result in such persons being excluded from the tour, in which case all moneys paid shall be forfeited.

11. COMPLAINTS

If the client should have any complaint whilst on the tour, the client must inform the tour leader and the local supplier at the time of occurrence. It is only if the local suppliers and tour leaders are aware of any complaint that they can do their best to remedy it. Failure to complain on the spot may result in the client's ability to claim compensation being extinguished or reduced. Clients are reminded that timing, as well as standards of service, basic infrastructure and tourist amenities are subject to different norms in Iran, and whilst the Company will do its best to provide the highest levels of service, the Company does expect little imperfections to form part of charm of the experience & therefore a certain degree of tolerance will be expected from the client if minor inconveniences are unavoidably experienced. However, if a serious problem remains unresolved then the client should make a complaint to the Company in writing within 28 days of completion of the holiday.

12. JURISDICTION

All matters concerning the booking shall be subject to English law.

13. FINANCIAL PROTECTION

Client monies are protected by Magic Carpet Travel Ltd ATOL License.

14. **CANCELLATION BY CLIENT** If clients wish to cancel, they must do so in writing & will be subject to the following fees, based on the date of receipt of notification by email or post: more than 8 weeks before departure, forfeit of deposit. 4 -8 weeks before departure, 60% of full cost of tour, within 30 days of departure 100% of full cost of tour. If clients do not complete the tour, we will not be liable to refund the client.
15. **CANCELLATION BY US** All tours are subject to a minimum of 8 passengers. Each tour is reviewed 4 weeks before departure, which is the last date it would be cancelled on account of low numbers. If we do have to cancel your tour for this reason, then you will be offered a full refund of monies paid. If a tour has to be cancelled for any other reason beyond our control (as set out in Clause 17), then the Company will offer clients a full refund of all monies paid. The Company will not be liable for compensation beyond a full refund of monies paid.
16. **ALTERATIONS** If necessary or advisable to do so, the Company reserves the right at any time to alter arrangements for any aspect of the tour. Clients will be notified in advance of any changes made prior to departure, and if the change involves a significant change in the itinerary, then the client may cancel the booking within seven days of notification of the change and be eligible to receive a prompt and full refund. However, the Company will not be held responsible for providing refunds if a situation arises during the tour which necessitates a change in the itinerary (including threat of war, riots, strikes, civil action, political or legal restrictions, force majeure, technical problems, decisions of air carriers, or other situations beyond our control), unless it can be proven that the situation has arisen out of negligence on the Company's behalf. In such situations, clients will be expected to accept the judgment and authority of the Company's employees, as set out in Clause 6. No refund will be given for unused accommodation, service, transport or meal.
17. **PRICE CHANGES AND SURCHARGES** Once the holiday has been paid for in full, there will be no surcharges or changes in the price of the tour. However, prior to this, the price of the tour may vary until the company accepts the booking as definite. Once the booking becomes definite, surcharges may be charged due to government action, currency fluctuations and significant increases in direct tour costs. If this occurs, then the Company will absorb the equivalent of 2% of the tour price & increases in excess of 2% will be charged to the client. Surcharges in excess of 10% entitle the client to cancel the tour within 14 days of notification of the surcharge & to receive a full refund from the Company.
18. **SPECIAL REQUESTS** Any special requests, such as unusual dietary requirements, should be made in writing as soon as possible, and no later than 6 weeks before departure. The Company will endeavor to meet any special requests, but is unable to guarantee to do so.
19. **DISCLAIMER** Although information about Magic Carpet Travel Ltd. is believed to be accurate at the time of publication and is given to the client in good faith, the Company cannot take responsibility for the consequences of any inaccuracies contained in any of our printed literature.
20. **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."

Magic Carpet Travel Ltd
11 Poplars
Ascot, SL5 9HZ
United Kingdom
<http://www.magiccarpettravel.co.uk>