

TERMS & CONDITIONS

These Terms and Conditions, together with any other written information we brought to your attention during the process of confirming your booking, apply to your booking with Moresand Limited (a member of ABTA - P7124), trading as Mabuhay Travel. Please read the Terms and Conditions carefully prior to utilising Mabuhay Travel website and making any bookings. You consent to the Terms and Conditions when you use the Site, without qualification. If you do not agree with any portion of the Terms and Conditions, you cannot utilise the website in any method or make a booking.

All communications concerning customer service or your booking needs to be sent to Mabuhay Travel UK, 38 LG Riding House Street, London, W1W 7ES, United Kingdom or email to info@mabuhaytravel.uk.

CONTRACT

When making your reservation we, as a representative, would organise it for you to come into an agreement with the principal(s) or other supplier(s) such as tour operator / airline / cruise firm / lodging firm etc. as mentioned on your receipt(s). We could reserve you a holiday deal, in which instance you would hold one agreement with the principal, or we could reserve the services that make up your trip with various principals or suppliers, in which instance you would have different agreements with every one of them.

As a representative, we take no accountability for the actions or cuts of the principal(s) or supplier(s) or for the services offered by them. The principal's(s') or supplier's(s') Terms & Conditions would relate to your reservation and we suggest that you read them cautiously as they do hold significant details about your reservations. Kindly request for copies of these if you do not possess them.

BOOKING

Passengers must make sure that all the names and timings are accurate as per their passports and that the travel itinerary is correct. Changes might not be allowed after the tickets are provided and alterations may incur additional charges.

During a booking, all details will be read back to you and the respective details will be confirmed with the principal(s) or the supplier(s). On receipt of all travel documents please check whether the details such as names, dates and timings are accurate and advise us immediately if any revisions are to be done. Also, please keep in mind that all the tickets supplied are non-refundable, non-changeable and non-transferable unless otherwise stated.

The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other particular persons who are a part of the provision of your travel arrangements. Further, if required by any authorities, or as required by law, the information may be provided to public authorities such as customs or immigration. This applies to any sensitive information that you provide such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request.

Airfares are promised upon ticketing only. If there would be any problem with the payment, we would inform you as soon as possible via email and/or phone. Otherwise, we would send you the ticket within 48 hours of your booking with us.

The free baggage allowance offered to the passenger differs based on the route, class/cabin seating and as per the norms of the Individual airline. Airlines might charge an extra fee for checked-in baggage, additional baggage or other voluntary services. Please contact the airlines straight for the most current updates concerning the baggage payment, weight and sizes of the bags.

Passengers need to be at the airport 3 hours prior to the departure as tickets could not be refunded or changed because of a no show at the airport.

Passengers are held accountable for all their travel documentation plus visas. Visas might be needed for the whole journey both for the destination and/or transit. Visas need to be acquired prior to the ticket been issued.

PAYMENT

The customers are required to pay an installment or the whole sum at the time of booking. If only a part payment is made, the balance has to be paid on or before the stipulated due date. Failing to do so may result in cancellation of the booking by the principal(s) or supplier(s). This may involve cancellation fees set out in their Terms and Conditions. Unless otherwise mentioned in the booking conditions or advised all the amount paid for the bookings will be held on behalf of the principal(s) or supplier(s) concerned.

All costs shown for travel administrations are in GBP (pounds sterling) £.

CANCELLATION AND AMENDMENT

Written cancellation or amendment requests are to be sent by you and it will not take effect until received by us. Upon your book cancellation or amendments, the principal(s) or supplier(s) may charge the cancellation or amendment fee as per their Terms and Conditions (which may be at times the 100% of the total cost).

If you want to alter any item, other than expanding the number of persons in your party/booking, you would have to pay a modification fee of GBP 50.00 per booking, including the airline/supplier charges (if any). From time to time we are obliged to gather extra taxes. You would be told about any extra taxes before the ticket issuance/re-issuance. After ticket issuance, many of the airlines do not permit modifications.

Neither Mabuhay Travel nor its principal or supplier will be in charge of cancellation, delayed boarding and no refunds will be provided.

INSURANCE

We firmly suggest that you take out sufficient travel insurance in order to cover you and your party as many of the principals or suppliers require you to do so as a condition of booking with them. Certain destinations have made taking out a travel Insurance compulsory, hence we would suggest you to check with the relevant embassy or the Foreign and Commonwealth Office. These insurance cover may cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Insurance cover are also available to cover you against the financial failure of the principal(s)/ suppliers(s) of your travel arrangements.

If the insurance is provided by us, please check it carefully to ensure that all the details are correct and that all relevant information has been provided by you. Failing to do so may affect the insurance cover.

FINANCIAL PROTECTION

Moresand Ltd (ATOL 3517) T/A Mabuhay Travel is trading in global flights and holiday packages. All Money paid by you for the flight/holidays are ATOL protected by the Civil Aviation Authority.

Only flights, flight plus arrangements and packages involving flights (air packages) purchased from Mabuhay Travel in and departing from the UK, are protected under our ATOL 3517 by the Civil Aviation Authority (CAA), except for scheduled flights when e-tickets are sent to you.

Though majority of our travel arrangements are protected in the case of the financial failure of the travel company, by the ATOL scheme, ATOL protection does not apply to all the flights, holiday and travel services booked with Mabuhay Travel. It is suggested to get it confirmed as to what protection may apply to you. Bookings that did not receive an ATOL Certificate will not be ATOL protected. Further, even if you do receive an ATOL Certificate but all the parts of your trip are not listed

on it, those parts will not be ATOL protected.

A Flight-Plus is where you purchase through us, at the same time or within a day of each other, a flight plus overseas accommodation and/or car hire from separate suppliers (i.e. not a package holiday). On all Flight Plus holiday arrangements, your money is ATOL protected meaning that you will be able to continue with your holiday or receive a refund of the amount paid to us in the unlikely event of our insolvency or the insolvency of your service providers. Please note however that we have no liability beyond that for insolvency as set out in the ATOL scheme, because we act as agent of the principals or suppliers.

In respect of our Flight-Plus holidays, please keep the below in mind:

Mabuhay Travel or the suppliers of the services you have bought will provide you with the services you have bought (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.

We also provide financial security for package holidays not including flights by way of a bond held with ABTA (P7124). In the event of our insolvency, ABTA will protect your monies in the same way as the CAA.

DELIVERY OF DOCUMENTS

All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will be sent to you by post. Once documents are posted to you, no liability will be accepted by Mabuhay Travel unless if the loss of documents are caused due to our negligence. In such instances if the tickets or other documents need to be reissued, all the costs should be borne by you. You may request for delivery by other means if necessary. However, this might involve additional costs.

PASSPORTS, VISAS AND HEALTH

Though we can provide general information about the passport and visa requirements related to your trip, it is your responsibility to get them confirmed from the relevant Embassies and/or Consulates. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with such requirements. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type.

Passports need to be valid for at almost 6 months past the period of your stay.

ESTA visa is a necessary requirement for all USA bound travel, plus transiting the USA and ETA visa is a necessary requirement for all Australia bound travel plus transiting Australia. If your flight has an alteration involving two separate airports with the path, it is your duty to arrange the transfer to the correct airport and also check the transit visa needs. Further, Mabuhay Travel is not responsible for any VISA regulations. Please refer with the relevant embassy or consulate for this detail.

Though Mabuhay Travel can provide general health recommendation and formalities involved in your booking, it is your responsibility to check with your own doctor for your specific circumstances. Proposed vaccinations for travel might alter at any time. It is your duty to make sure that you get all the needed vaccinations, take all needed medication and follow

all medical guidance in connection.

New passport rules for Travellers to the United States of America has made it compulsory, that anyone travelling to the US for holidays or business below the Visa Waiver Program, needs to have the newest Biometric Passport or a Machine-Readable Passport that has an electronic chip, even if the electronic visa has been permitted. The biometric passport has a string of lines, that could be swiped by the US Customs/Immigration/Border Protection officers, that would rapidly verify the passport holder's identity and gather other details about the holder.

VWP visitors coming into in the US without the Biometric Passport will be refused entry into the country. Travellers amid the VWP countries are pushed to check with their passport issuing authority to own a biometric passport. Travellers with an instant travel plan, who are not able to have such a passport needs to apply for a US visa at the relevant embassy or consulate.

FINAL TRAVEL ARRANGEMENTS

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask us for details at least 72 hours before your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

CONFIRMATION

After the booking, Mabuhay Travel sends you an affirmation email that determines that Mabuhay Travel has acknowledged your service booking demand. Kindly keep in mind that this mail is only an acceptance of your purchase and the last verification would be given in the wake of checking the accessibility of your service that you asked for from the principal or supplier.

COMPLAINTS

At the capacity of agents, Mabuhay Travel will assist you with any complaints. You may contact our Customer Services for further assistance. However the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem whilst on holiday, this must be reported to the principal/supplier or their local supplier or agent immediately. If you fail to follow this procedure, there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending on the circumstances. If you wish to complain when you return home, write to the principal/supplier. You will see the name and address plus contact details in any confirmation documents we send you.

If the matter cannot be resolved and it involves us or another ABTA Member then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute, see www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

SERVICE CHARGES

In certain circumstances, there are some service charges applicable for the services we provide.

Service	Charge
Admin Charges	£50
Credit card surcharge	2%
Delivering tickets by hand	Option not available
Tickets dispatched by courier	£2
Tickets dispatched by insured deliver	£5
International telephone/fax calls	As specified by the provider
Tailor made itinerary planning	No charge
Bookings	No Charge