

# Terms & Conditions Magic Resorts

## COVID-19 policy V5.

During these challenging times it's more important than ever to take care of each other and be flexible. This policy in response to COVID-19, offers more flexibility regarding reservations. On top, we do have a fully refundable policy in place for all new bookings made after June 1, 2020.

If you have any questions left in response to this policy, please feel free to contact us anytime via [info@magicresorts.online](mailto:info@magicresorts.online).

Our policy might change once in a while – please make sure you're always aware of our latest terms & conditions.

### 1. Existing bookings

If you booked your stay with us with expected **arrival until March 1, 2022** and you are not able to travel due to COVID-19, we offer you the possibility to rebook your holiday free of charge. The new arrival date needs to be within 18 months after your original travel date. If you have made a deposit, we will honor the amount, keep it and deduct it from your new invoice.

Until further notice, all reservations with an **arrival after March 1, 2022**, will be handled as a 'go'. The international travel situation will be looked at every month and our T&C's will be adapted accordingly if needed.

### 2. New bookings (made after June 1, 2020)

We at Magic Resorts fully understand that booking your holiday in these challenging times involves uncertainties. That's why we offer you to rebook your holiday (free of charge) or we will **fully refund\*** any deposits made for new bookings (both FIT as group bookings) made after June 1, 2020, if:

- governmental guidelines and restrictions don't allow you to:
  - leave your country of residence.
  - enter the Philippines (from your country of residence).

If one of the above does not apply, our normal cancellation policy applies (see 3.3 for FIT-bookings and 4.2 for group bookings).

#### **Cancellation due to a positive test result for COVID-19**

In case your holiday can't take place due to a positive result of your swab/PCR test we will apply the normal cancellation fee (see 3.3 for FIT bookings and 4.2 for group bookings), but as you are formally sick, you are entitled to claim your trip with your travel insurance (which is required to enter the Philippines). We are more than happy to discuss a new reservation with you when you're fully recovered.

\* 5% administration fee will be deducted and the amount will be net from banking fees.  
Magic Resorts will not refund extra to cover any wire/banking fees.

### 3. General terms FIT-bookings

*All reservations with 1 to 3 rooms are considered as a FIT-booking.*

#### 3.1. Holding rooms in option

For an individual/FIT-booking you can put a room in option for 1 week. If we don't receive confirmation within 1 week, the option will be removed. If you need more time, the option can be extended week by week, just keep us informed.

#### 3.2. Confirmed bookings

After you confirm a booking, we will send you the invoice with all the booking details:

- Within 1 month after the official booking date we require a down payment of 20% of the total amount of the invoice. If a down payment is not received on time, the room is not secured and can be sold to others. Please see the official booking date at the top right in the invoice. For B2B relations, down payments for FIT-bookings may be waived in case the waiver has been signed.
- Within 1 month before arrival, the remaining balance needs to be paid. Any downgrades of a booked package from this moment on, will be handled and processed as a cancellation, based on the cancellation policy below (3.1. Cancellation policy).

#### 3.3 Cancellation policy

We understand that there are always reasons to cancel a booking. We do have exceptions in place due to COVID-19, please refer to chapter 2 for these exceptions. If one of these exception does not apply, our cancellation policy applies.

We trust you to understand and respect our cancellation policy in any other case outside COVID-19.

##### **Cancellation after 4 weeks of official booking date**

Cancellation fee will be **20%** of the total invoice amount.

##### **Cancellation within 4 weeks before arrival**

Cancellation fee will be **40%** of the total invoice amount.

##### **Cancellation within 3 weeks before arrival**

Cancellation fee will be **50%** of the total invoice amount.

##### **Cancellation within 2 weeks before arrival**

Cancellation fee will be **75%** of the total invoice amount.

##### **Cancellation within 1 week before arrival**

Cancellation fee will be the **full** total invoice amount.

## 4. General terms group bookings

*All reservations of 3 rooms or more, are considered as a group booking.*

### 4.1. Process and handling of group reservations

We understand that group reservations need time to fill, arrange and finalize.

We offer the possibility to block rooms (holding an option) to ensure availability up to 30 months before tentative arrival.

We will keep in contact regularly to see what the status of the reservation is. Depending on the situation, we may release rooms or “take” a room in case there is a serious request received by the booking’s office, however this will always be discussed with the party who has placed the option.

Every group is different, but in any case, we assume you understand and respect the following terms & conditions before you place a group reservation.

#### **Please note...**

- If payments are not received on time, rooms are not secured and may be sold to others
- All the payments made, are non-refundable and part of the cancelation policy, except if the reservation needs to be cancelled due to COVID-19 (please refer to chapter 2).
- If the final number of guests or the invoice amount is lower than expected, the amounts that have already been paid will be settled with the final/following payment.

#### 4.1.1 Long-term reservations

A reservation that is made between 30 – 12 months before arrival, is considered a long-term reservation. For these reservations, the following terms & conditions apply:

Within 18 months before arrival, we can put rooms in option for max. 2 months. If we don't receive confirmation within 2 months the option will be removed.

1. An option can be placed within 30 months before tentative arrival.
2. After the package is agreed upon, we set up a pro forma/tentative invoice, based on the number of expected guests and/or rooms. To secure the rooms, we ask a 10% down payment of the invoice amount, within 1 month after the pro forma/invoice is sent.
3. 12 months before the arrival date we'll ask for an update and a 2<sup>nd</sup> payment of 15% of the total invoice amount.
4. 6 months before arrival, we make the final invoice based on the confirmed number of pax and the cancellation policy applies (2.2. Cancellation policy). Within 1 month after sending this confirmed invoice, a 3<sup>rd</sup> payment of 30% will be required.

- At this time, the first details will be asked, such as names, rooming list and flight details.
- After sending the confirmed invoice, any unsold rooms will be released. Depending on the situation and on request, we will keep 1 or 2 rooms in option, so you are able to keep selling, if you wish.

5. 1 month before arrival, the remaining balance needs to be paid. Any lacking information (rooming lists and arrival/departure details) needs to be provided as well.

Downgrading of number of pax or packages will from now on be handled and processed as a cancellation, based on the cancellation policy below (2.2. Cancellation policy).

#### **4.1.2. Short-term reservations**

A reservation made between 12 – 6 months before arrival is considered as a short-term reservation. For these reservations the following terms & conditions apply:

Within 12 months before arrival, we can put rooms in option for max. 1 month. If we don't receive confirmation within 1 month the option will be removed.

1. After the package is agreed upon, we set up a pro forma/tentative invoice, based on the number of expected guests and/or rooms. To secure the rooms, we ask a 25% down payment of the invoice amount, within 1 month after the pro forma/invoice is sent.

2. 6 months before arrival, we make the final invoice based on the confirmed number of pax and the cancellation policy applies (2.2. Cancellation policy). Within 1 month after sending this confirmed invoice, a 3<sup>rd</sup> payment of 30% will be required.

- At this time, the first details will be asked, such as names, rooming list and flight details.
- After sending the confirmed invoice, any unsold rooms will be released. Depending on the situation and on request, we will keep 1 or 2 rooms in option, so you are able to keep selling, if you wish.

3. 1 month before arrival, the remaining balance needs to be paid. Any lacking information (rooming lists and arrival/departure details) needs to be provided as well.

Downgrading of number of pax or packages will from now on be handled and processed as a cancellation, based on the cancellation policy below (2.2. Cancellation policy).

#### **4.1.3. Last-minute group reservations**

A group reservation made within 6 months before arrival is considered as a “last-minute” group reservation. For these reservations the following terms & conditions apply.

Within 6 months before arrival, we can put rooms in option for max. 2 weeks. If we don't receive confirmation within 2 weeks the option will be removed.

1. After confirmation, we will set up the confirmed invoice and our cancellation policy applies. A down payment of 50% will be required within 1 month after sending the invoice. Depending on the situation and on request, we will keep 1 or 2 rooms in option, so you are able to keep selling, if you wish.

2. 3 months before arrival an update will be asked, as well as the details for the group, such as names, rooming list and flight details.

3. 1 month before arrival, the remaining balance needs to be paid. Any lacking information (rooming lists and arrival/departure details) needs to be provided as well.

Downgrading of number of pax or packages will from now on be handled and processed as a cancellation, based on the cancellation policy below (2.2. Cancellation policy).

## **4.2. Cancellation policy**

We understand that there are always reasons to cancel a booking. We do have exceptions in place due to COVID-19, please refer to chapter 2 for these exceptions. If one of these exception does not apply, our cancellation policy applies.

We trust you to understand and respect our cancellation policy in any other case outside COVID-19.

### **Cancellation within 52 weeks (12 months) before arrival**

Cancellation fee will be **15%** of the total invoice amount (down payment)

### **Cancellation within 26 weeks (6 months) before arrival**

Cancellation fee will be **25%** of the total invoice amount

### **Cancellation within 13 weeks (3 months) before arrival**

Cancellation fee will be **55%** of the total invoice amount.

### **Cancellation within 4 weeks (1 month) before arrival**

Cancellation fee will be the **full** amount.

**If you want to cancel an individual room within a group booking, we'll calculate the single package rate and use the cancellation fees as described above.**