

Terms of Use and Service

20.01.2024

Summary of Magic Travel's Terms of Use and Service (hereinafter Terms)

These Terms, along with the "How We Work" page and our Content Standards and Guidelines, constitute the contract between you and Magic Travel.

Accepting these Terms means you agree to all conditions in these three documents. If you don't agree with any part of these Terms, please refrain from using our Platform.

All information provided is crucial as it, along with your confirmation email from Magic Travel and or WhatsApp message from one of Magic Travel Agents and any pre-booking information, forms the legal basis on which Service Providers offer their Travel Experiences through our Platform.

For issues related to your Travel Experience, refer to Section A15 of these Terms, which outlines the steps you can take, including making a complaint to us, court proceedings, and online dispute resolution in certain cases.

To appeal a moderation decision or report content on our Platform, consult our Content Standards and Guidelines.

This summary is not a legal document but a simplification of our Terms. For detailed understanding, it's advisable to read each document in full. Specific terms used in this summary are explained in the 'Magic Travel dictionary' at the end of these Terms.

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A. Travel Experiences

A1. Definitions

- Certain terms used have specific meanings, detailed in the ‘Magic Travel dictionary’ under section C of this document.

A2. About these terms

- By completing your Booking, you accept these Terms and any additional terms provided during the booking process.
- If any part of these terms is found to be unlawful, the remainder will still be enforceable.
 - The layout of these Terms is as follows:
 - Section A: General terms for all types of Travel Experiences.
 - Sections B to F: Specific terms for individual types of Travel Experiences.

A3. About Magic Travel

- For bookings related to accommodations, flights, or attractions, Magic Travel provides and is responsible for the Platform, but not for the Travel Experience itself.
- For either type of booking, Shift Live Plus Co. Ltd. provides and is responsible for the Platform, but not the Travel Experience.

A4. Our Platform

- Information from Service Providers is provided to us, and while we strive for accuracy, we are not liable for errors or omissions unless due to our negligence. We commit to correcting any inaccuracies as soon as we are aware.
- Our Platform may display varying content, designs, and offers to improve user experience. Therefore, some services or terms may differ for each user.
- The Platform is not an endorsement of any Service Provider unless we choose so. We are not a party to the contract between you and the Service Provider.
- To book, you may need to create an account. Ensure all information, especially payment and contact details, is accurate. You are responsible for any activities on your account.
- Offers shown are in the English Language or if applicable in your language, but you can change the language setting as per your preference where applicable.
- Users must be at least 18 years old to use the Platform.

A5. Our Values

- Users must adhere to our values, comply with laws, cooperate with anti-fraud checks, use the Platform and Travel Experience appropriately, and not cause nuisance or damage.

A6. Prices

- By booking, you agree to pay the total cost, including applicable charges and taxes.
- Prices may be rounded, but payment is based on the original price.
- Obvious pricing errors are not binding.
- A crossed-out price indicates the original price without discounts.

A7. Payment

- Payment can be upfront or during the Travel Experience, depending on the Service Provider's policy.
- Upfront Payment may be non-refundable. Check the Service Provider's policy during booking.
- Additional fees may apply for currency conversion.
- Report fraudulent or unauthorized use of your payment method immediately.
- If currency conversion is needed, we may show prices in your currency and offer a "Pay In Your Own Currency" option.

A8. Policies

- By booking, you accept the Service Provider's policies as displayed during the booking process.
- Cancellation fees and refunds depend on the Service Provider's policy.
- Most Bookings may have non-refundable policies unless otherwise were indicated.
- Ensure timely payments to avoid cancellation by the Service Provider.
- Notify the Service Provider if you are delayed.
- The person making the booking is responsible for the behavior of all group members.

A9. Privacy and Cookies

- For bookings of accommodations, flights, or attractions, refer to our Privacy Policy and Cookies Statement. For ground transport bookings, see the relevant privacy statements.

A10. Accessibility Requests

- For accessibility requests related to our Platform or services, contact our Customer Service team.

A11. Insurance

- If insurance is purchased through our Platform, refer to the policy documents where applicable.

A12. Magic Explorer Club or Explorer [read more..]

Magic Travel is a Travel Agency brand that belongs to Shift Live Plus Co. Ltd.
Main Offices: 66/22, moo 4., Maenam, Koh Samui, Surat Thani 84330, Thailand

- Explorer is Magic Travel's Customer Loyalty Program
- Explorer rates are discounts offered by participating trips.
- Membership details, such as levels and rewards, are explained.
- Explorer program features and eligibility may be subject to change.

A13. Rewards, Credits and more

- Rewards are issued at our discretion and subject to specific criteria.
- Details on earning, spending, and managing Rewards are provided upon request using our sales agents.
- Types of Rewards and Credits are explained, along with their usage conditions on a case-by-case basis and/or only after registering for the Magic Explorer Club [[read more..](#)]

A14. Intellectual Property Rights

- Rights in our Platform content and technology are owned by Magic Travel or its licensors.
- Users must not use Platform content for commercial purposes without permission.
- Monitoring of Platform usage is conducted to prevent misuse.
- User-generated content must comply with our standards and the user grants us rights to use it.
- We are not liable for user-uploaded content and may remove it at our discretion.

A15. What if something goes wrong?

- For queries or complaints, contact our Customer Service team with relevant details.
- Dispute resolution options are outlined, including contact information for various authorities and online platforms.
- Legal proceedings can be initiated in certain jurisdictions, as detailed in the section.

A16. Communication with the Service Provider

- We may facilitate communication with the Service Provider but are not responsible for the Travel Experience or the Service Provider's actions.

A17. Measures Against Unacceptable Behavior

- We reserve the right to take action against users who breach these Terms or applicable laws, including canceling bookings and restricting Platform access.
- In the event of a cancellation by us as a result of unacceptable behavior, your eligibility for a refund may vary based on the specific situation. While we may explain the reason for the cancellation, there are instances where disclosure is not possible either due to legal restrictions or to avoid hindering the identification and prevention of fraudulent or unlawful activities. Should you feel that your booking was

unjustly canceled, we encourage you to reach out to our Customer Service team for assistance.

A18. Limitation of Liability

- Our liability is not limited to cases of negligence leading to personal injury, fraud, gross negligence, or where it cannot be lawfully excluded.
- We are not liable for costs incurred due to a breach of these Terms by the user.
- Our liability does not extend to unforeseeable losses or events beyond our control.
- Our maximum liability is limited to reasonably foreseeable losses related to your booking(s).
- These Terms do not affect third-party rights

A19. Governing Law and Jurisdiction

- The governing law for these Terms, pertaining to accommodations, flights, or attractions, is the law of Thailand.
- For consumers, whether residing within or outside Thailand:
 - Legal actions against us can be initiated in the courts located in Bangkok, specifically for matters involving accommodations, flights, or attractions.
 - We reserve the right to undertake legal proceedings against you either in the courts of Thailand or in the courts of the country of your residence.

A20. Modifications

- We reserve the right to amend these Terms. In cases where the amendments are significant, we will notify you before these changes take effect, except when such modifications are mandated by law.
- Should you disagree with any of the updated Terms, we advise against using our Platform.
- If you continue to use our Platform following the implementation date of these changes, it will be considered as your acceptance of the updated Terms.
- Bookings made before any changes will be subject to the Terms that were in effect at the time of making those Bookings.

B. Specific Terms & Conditions Re: Travel Experiences (Hereinafter "Experiences")

B1. Scope of this section

1. This section provides specific terms for Experiences offered by Magic Travel, complementing section A which covers general Travel Experiences.

B2. Contractual relationship

1. Booking Experiences is directly with the Service Provider, with Magic Travel not being a contractual party but a facilitator.
2. Magic Travel owns and operates the Platform, featuring a variety of Experiences.
3. The Platform displays Experiences that have commercial relationships with Magic Travel or through our Connectivity Providers, but may not list every available option.
4. Information regarding Experiences from Service Providers, such as facilities, rules, sustainability measures, pricing, availability, and cancellation policies, are supplied to us.

B3. What we will do

1. Magic Travel offers a platform for Service Providers to promote and sell Experiences. Users can search, compare, and book these Experiences, with the service personalized based on user interaction with our Platform.
2. We confirm all essential details of your booking with both you and the Service Provider.
3. Options for altering or canceling your Experiences depend on your specific booking terms. Our Help Centre is available 10:00 a.m. to 6:00 p.m. every day according to Thailand Time zone.

B4. What you need to do

1. Provide accurate contact details for effective communication about your Experiences.
2. Understand these Terms and any additional terms provided during the booking process.
3. Respect and take care of the properties, rentals, and facilities of the Experiences, reporting any damages or issues promptly.

B5. Price and payment

1. Refer to 'Prices' (A6) and 'Payment' (A7) for detailed pricing and payment information.

B6. Amendments, cancellations, and refunds

1. Refer to 'Policies' (A8) for comprehensive information on amending, canceling, or obtaining refunds for your Experiences.

B7. What else do you need to know?

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Thai Company Registration number: 0845565008461 | TAT No. 44/00318
For more information feel free to write to info@magic-travel.co

Partner Offers

1. 'Partner offers' on our Platform come through Magic Travel's partnerships and not directly from Service Providers. These offers have specific booking and cancellation conditions.

Damage Policy

1. Service Providers' 'damage policy' for Experiences covers procedures in case of damage or loss:
 - o Report incidents to the Service Provider.
 - o Service Providers can request compensation through Magic Travel within a set period.
 - o We facilitate communication regarding such requests.
 2. This policy includes a maximum charge limit for damages, specified during booking. Legal claims outside this policy may exceed this limit.
 3. Transactions under the damage policy are managed between you and the Service Provider, with coordination by Magic Travel.
 4. The policy excludes general cleaning, normal wear and tear, theft, and non-physical damages.
 5. Service Providers may require a damage deposit at the beginning of Experiences, separate from the damage policy. Magic Travel is not involved in these transactions.
6. Insurance Policy is included for each booked Experience and is the sole responsibility of the Tour Operator or as required by Tourism Authority Thailand (hereinafter "TAT") guidelines.

B8. Additional costs and fees

1. Several of our travel packages may involve visiting areas designated as National Parks by the Thai government. These include both Land and Sea National Parks (collectively referred to as "National Parks"). It's important to note that our pricing quotes, vouchers, and customer service communications do not encompass the entry fees for these National Parks. Accessing these parks incurs a separate charge, payable either directly to the National Parks authority or to the Tour Operator organizing the visit.
2. When your trip itinerary includes a visit to any National Parks, you are agreeing to pay the entry fees as stipulated by the government, in accordance with our policy outlined in section B8-1.
3. Should you choose not to pay the required entry fees for National Parks, be advised that you will be denied access to the National Parks. Additionally, in such cases, you may be removed from the trip and will not be eligible for any form of compensation or refund.

Additional Considerations:

- We recommend travelers familiarize themselves with the specific requirements and regulations of each National Park included in their itinerary, as these may vary.

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- It's advisable to carry sufficient local currency to cover entry fees and other incidental expenses at National Parks, as electronic payment options may not always be available.
- For the conservation of these natural spaces, we encourage visitors to adhere to all environmental guidelines and respect the park rules during their visit.
- In the event of changes in government policies or park fees after booking but before the trip commencement, travelers will be responsible for covering any additional costs.
- We suggest travelers check for any advisories or restrictions that might affect their visit to these National Parks and plan their trip accordingly.

4. Additional Charges

- **Diverse Activities:** Our trips may include various optional activities, such as kayaking, jet skiing, and other adventure or leisure experiences, each offering a unique way to enhance your travel experience.
- **Separate Charges:** Please note that the costs for these additional activities are not included in our standard trip pricing. Any extra activities you choose to participate in will incur separate charges, which are payable either directly at the activity venue or through the respective activity provider.
- **Advance Notice and Booking:** To ensure availability and secure your spot, we recommend that you inform us in advance if you wish to include any of these additional experiences in your trip. Some activities may require pre-booking due to limited availability.
- **Activity-Specific Terms:** Each additional activity comes with its own set of terms and conditions, including safety guidelines, age restrictions, and skill requirements. It's important to review and understand these terms before participating.

B9. Private and Public Transport

- 1. When you pre-book Private or Public Transport, your Booking will be directly with the Service Provider. When you book an On-Demand Private Transport, your Booking will be with the Third-Party Aggregator. In all cases, our Terms will govern the booking process.
- 2. Pre-Booked Private Transport. You and the Service Provider both agree to comply with these Terms.
- 3. Public Transport and On-Demand Private Transport. You'll be provided with the Service Provider's terms during the booking process. If there is any mismatch between their terms and our Terms, their terms will apply.
- 4. On-demand private Transport. By making a Booking, you are confirming that you:
 - have read and accept the Service Provider's terms (where applicable)
 - agree to contact the Service Provider directly about anything that goes wrong
 - understand that the Service Provider is responsible for arranging and providing your Private Transport, choosing routes, setting prices, and providing all relevant information
 - accept that we just provide a booking platform (known as an API service), and will not be liable for any loss you suffer because of anything the

driver/Service Provider does or does not do, except as set out in 'Limitation of liability' (A18).

- Responsibilities for Your Booking
 - It's essential to review your booking details thoroughly and supply all necessary information we require to arrange your booking, including specific requirements and contact information.
 - Ensure that every member of your group adheres to both our Terms and the Service Provider's terms, as agreed upon during the booking process. Non-compliance could result in additional fees, cancellation of your booking, or refusal of transportation services.
 - Keep in mind that the provided estimated journey times may not account for varying traffic conditions.
 - For all Private Transport: It is crucial that all passengers are present at the designated pick-up location promptly.
 - For all Private Transport: Please ensure that the phone number provided at the time of booking is active and can receive calls and texts around the pick-up time. This is important for communication with the driver, as we cannot guarantee contact through messaging apps like WhatsApp or Viber.
 - For Pre-Booked Private Transport: If your travel plans include airport pick-up, you are required to inform us of your flight details at least 24 hours before the scheduled pick-up. This allows the Service Provider to adjust pick-up timings in case of flight delays. In situations where flight delays or cancellations prevent the provision of Private Transport, please reach out to our Customer Service.
 - For Public Transport: Ensure timely arrival of all passengers, allowing sufficient time for ticket collection when necessary.
 - Bookings must be made by individuals aged 18 or over. Passengers under 18 should be accompanied by a responsible adult.
 - No passenger must engage in inappropriate behavior, such as being abusive or engaging in activities that could pose a danger to others.
 - When selecting Public/Private Transport, choose options that adequately cater to the size of your group, luggage requirements, and any specific accessibility needs.
- Requesting Refund
 - To request a refund, you must submit your application in writing within 14 days following your scheduled Pick-up Time.
 - Please be aware that processing a refund could take up to 5 working days to reflect in your account.
 - For all Private Transport bookings: If the driver fails to arrive at the pick-up location as scheduled, you are eligible to request a refund. Upon receiving your request, we will conduct an investigation.
 - For all Private Transport bookings: Refunds will not be granted in the following circumstances:
 - The inability of the driver or Service Provider to establish contact with you.
 - Absence of one or more passengers at the pick-up location at the designated time without prior notification of a change in Pick-up Time.
 - Requests for changes to the Pick-up Time or Journey details that are deemed unreasonable.

- Failure to inform us, the Service Provider, or the driver about desired changes to your booking.
- Provision of inaccurate details at the time of booking, including incorrect pick-up location, contact information, number of passengers, or luggage specifications.

C. Magic Travel dictionary

‘Account’ - An account with Magic Travel or a Shift Live Plus Co. Ltd. affiliate, used for booking various Travel Experiences on our Platform.

‘Accommodation’ - This refers to accommodation services provided by a Service Provider, detailed in Section B, where **‘Service Provider’** indicates the entity offering the accommodation.

‘Attraction’ - The provision of attraction services by a Service Provider, as described in Section B. Here, 'Service Provider' refers to the entity offering the attraction service.

‘Attraction service(s)’ - Encompasses a range of offerings including tours, museums, attractions, activities, and experiences.

‘Booking’ - The act of reserving a Travel Experience on our Platform, which can be paid for either immediately or at a later time.

‘Booking Confirmation’ - This term refers to the confirmation email and voucher that provide details of your Booking.

‘Booking Network Sponsored Ads’ - A program allowing Accommodation Service Providers to bid for enhanced visibility in search results, managed by a third-party platform.

‘Cash Credits’ - A monetary benefit that can be either cashed out to your registered payment method or applied towards future Travel Experiences.

‘Contract of Carriage’ - If applicable this means the agreement between you and the Service Provider governing the terms of your flight.

‘Credits’ - Benefits with monetary value, categorized as either ‘Cash Credits’ or ‘Travel Credits’.

‘Credit Card Cashback’ - A monetary benefit redeemable to the credit card on file but not applicable towards future Travel Experiences.

‘Connectivity Provider’ - Where applicable An entity facilitating communication between properties or experience providers and Magic Travel for accommodation information and customer booking data.

‘Currency Conversion Rate’ - The rate used for currency conversions, currently based on the WM/Refinitiv Closing Spot Rate, subject to change on per case-by-case basis and upon Magic Travel consent.

‘Eligible Booking’ - A Booking that meets certain criteria to qualify for a Reward.

‘Experiences’ - As described here above under B and its sub items

‘Flight’ - Flight services provided by a Service Provider, with ‘Service Provider’ in Section E referring to the airline.

‘Group Company’ - An affiliate of Magic Travel, either as a direct shareholder of Magic Travel or part of the Shift Live Plus Co. Ltd. group.

‘Individual Reward Criteria’ - Specific rules applicable to certain Rewards, in addition to the general ‘Rewards, Credits & Wallet’ terms in Section A13.

‘Intermediation Contract’ - In the ‘Flights’ section, this refers to the contract between you and the Third-Party Aggregator, outlining the arrangement of your flight ticket and any extras with the airline or another entity.

‘Magic Explorer Club’ - Magic Travel's Customer Loyalty and Reward Program [[read more...](#)]

‘Magic Travel’ - Refers to Shift Live Plus Co. Ltd. (for accommodation, flights, transport, or attractions) as well as the Magic South Tour.

‘Magic South’ - Refers to Magic Travel's unique experience for a trip of 4 nights and 3 days (the trip itinerary may be modified and/or customized or according to customer request /needs) to discover the South of Thailand according to Magic Travel consent.

‘Main Driver’ - The individual listed as the driver in the booking process for car rentals.

‘On-Demand Private Transport’ - A private vehicle requested upon arrival or shortly before the pick-up location.

‘Pay In Your Currency’ - An option allowing you to pay in your preferred currency when the Service Provider’s currency differs and/or if and when Magic Travel may allow or enable paying in your currency or preferred currency.

‘Payment Method’ - The method utilized for paying a Booking, which could be a credit/debit card, cash on booking, cash on tour day, and/or an alternative payment option Magic Travel may allow at its discretion.

‘Pick-up’ - In ‘Car Rentals’ or 'Experiences' this signifies the process at the beginning of your rental or experience, involving ID verification, payment of fees and extras, agreement signing, and car collection or traveler pick-up.

‘Pick-up Time’ - Refers to the scheduled time for car pick-up in the ‘Car Rentals’ or ‘Experiences’ section and the scheduled time for Pre-Booked Private Transport in the ‘Private and Public Transport’ section.

‘Platform’ - The website, web-app or app through which Travel Experiences are booked, owned, or managed by Magic Travel or a third-party affiliate.

‘Pre-Booked Private Transport’ - Private vehicles are arranged at least 2 hours before arrival at the pick-up location.

‘Private Transport Journey’ - A private transport trip as detailed in the Booking, including any subsequent changes.

‘Public Transport’ - Various forms of public transportation such as trains, buses, and trams.

‘Public Transport Journey’ - The journey as specified in the Booking for public transport, inclusive of any modifications.

‘Rental’ - In ‘Car Rentals,’ this term refers to car provision by a Service Provider, where ‘Service Provider’ denotes the rental company.

‘Rental Agreement’ - The contract between you and the Service Provider for car rentals, signed at pick-up, with key terms provided during the booking process.

‘Rewards’ - Promised benefits, usually in the form of Travel Credits, Cash Credits, Credit Card Cashback, or discount vouchers.

‘Service Provider’ - Entities providing travel-related products or services on the Platform, such as hotel owners, attraction operators, car rental companies, or airlines.

‘Services’ - In the ‘Private and Public Transport’ section, this term covers Public Transport Journeys and Private Transport Journeys.

‘Terms’ - The terms of service governing the use of our Platform.

‘Third-Party Aggregator’ - A company acting either as an intermediary between you and the Service Provider or as a reseller of the Travel Experience.

‘Travel Credits’ - Monetary benefits applicable towards the cost of future Travel Experiences but not redeemable for cash.

‘Travel Experience’ - A travel-related product or service available for booking on the Platform.

‘Upfront Payment’ - A payment made at the time of booking a product or service, rather than at the time of use.

‘Wallet’ - A feature that may be enabled in your account displaying Rewards, Credits, and other incentives.