

# BOUJEE

EUROPEAN JOINTSIC TOUR

## BOOKING CONDITIONS

Once BOUJEE accepts your booking by confirmation via any Authorized Reseller - travel agents, automatically a contract is made between BOUJEE, Travel Agent and traveller agreed by the terms and conditions below:

### OUR PART:

#### 1. RESERVATION & BOOKING

Based on deposit invoice and subjected to availability (Private & confidential), booking will be made on traveller's selected holiday. The contract is only made between BOUJEE and traveller upon booking is confirmed and accepted by us and communicated by our Authorized Resellers(AR) – Travel agents.

#### 2. PRICE ASSURANCE

Prices given are based on costs & exchange rates as at DECEMBER 2018. Should there be any changes in cost, it may be necessary to make a surcharge on the price of the holiday. If the total trip price increases by more than 10%, travellers have the right to cancel the trip within 7 days of notification after purchase date without penalty. Surcharges will not be charged in respect of cost and currency fluctuations once deposit payment is received by BOUJEE. Our assurance excludes fuel surcharges and does not apply to any taxes, charges or levied imposed by any government agencies and their entities. In exchange for these assurances, zero refund will be made to AR or traveller if costs are reduced.

#### 3. WHAT IF THE GROUP IS CANCELLED?

- 3.1 BOUJEE have the rights to cancel the booking or reshuffle traveller's placement (if agreeable) according to the operating requirements or circumstances beyond our control. For a SIC holiday to operate successfully, a minimum required of travellers is needed. Should the no of travellers did not reach the minimum requirement, BOUJEE have the rights to cancel the group/holiday within 50 days prior to selected date.
- 3.2 In cases where cancellation is necessary or change of holiday is prove necessary, we will give you a notice within reasonable period, in the circumstances, where alternative is available, we will offer you a comparable or improved alternative.
- 3.3 If the alternative tours isn't available or acceptable, you will be entitled to a full monetary refund.
- 3.4 If cancellation or changes is due to force majeure (i.e. closure of airports, riots, threat of war, natural disasters, terrorist threats, fire, health risk or any similar events beyond BOUJEE's control), a monetary refund will be returned after reasonable expenses incurred by BOUJEE has been deducted in respect of your booking.
- 3.5 BOUJEE is not responsible for the costs of any other travel arrangements made by Travel Agent or customers affected by our rescheduling and cancellations of any trip departures.

#### 4. TOUR DETAILS AND CONDITIONS

- 4.1 Accommodations, meals, transportation, and other inclusive tours are as per the quotation sent to Travel Agents.
- 4.2 With respect to our BOUJEE programme, at our discretion we will do our best to select the ideal accommodations, sightseeing trips and transportation to deliver the best value of money.
- 4.3 BOUJEE will try to improve the trip itineraries and features. If room for improvements can be made or any unforeseen circumstances beyond our control forces necessary changes, BOUJEE reserve the rights

to alter the itineraries and to substitute hotels. Any affected tours or travel arrangements made by Travel Agent or customers is not held responsible by us.

- 4.4 BOUJEE reserve the rights to change or substitute the type/size/style of vehicle or transportation mentioned. Please note that there are STRICT laws in Europe governing Driver's driving hours and resting period which would result in changes in itinerary at times.
- 4.5 WiFi is not available in BOUJEE coaches as tours will be crossing countries and the cellular network will differ.

#### 5. MONETARY LIABILITY

- 5.1 Your choice of Travel agents are responsible on the receipt of any monies, hold and keeping of monies until the booking is confirmed or at a time where it is deemed necessary for the monies to be remitted to us. All funds received by Travel Agents will be deposited accordingly as required by law.
- 5.2 We will be entitled to keep for each account any interest made on such monies.
- 5.3 All monetary paid through your selected travel agent or otherwise, whether deposit, instalments or full payment, will be disbursed by BOUJEE where and when we see fit, in respect of the services needed for the tour and/or any fees payable under your selected tour.

### YOUR PART:

#### 1. HOW TO BOOK YOUR TOUR

- 1.1 In order to make a booking for BOUJEE's tour, a deposit of EUR100 per person per trip is needed upon booking. Then a 35% of remaining trip balance have to be made 50 days prior to departure and full payment is needed 30 days prior to arrival. For bookings less than 30 days, full payment is needed during bookings for trips and must be submitted to BOUJEE in respect of the trip as booking confirmation. The payment is needed regardless of any other deposit required by your travel agent.
  - 1.2 Once the booking has been confirmed in writing and deposit is received by BOUJEE by your travel agent, it marks the first instalment payment of the tour price.
  - 1.3 Deposit and final payment will be converted to the agent's local currency (RM/SGD/BND/IDR) at point of booking. Conversion rate will be based on the exchange rate given by BOUJEE every Monday at 12pm – all bookings made for the week will follow the rate given on each Monday of the week.
  - 1.4 Ground reservations will be confirmed by receipt issued by NIKI Global Incoming to travel agents of a non-refundable deposit of EUR100 per person per trip.
  - 1.5 Special meal requests will be made based on request basis only. BOUJEE can't guarantee special meal requests nor will we assume any responsibility or liability if the request is not fulfilled.
- #### 2. FULL PAYMENT/BALANCE OF PAYMENT
- 2.1 The balance of payment for the selected tour must be paid no later than 30 days before the scheduled date of arrival which shall be by the due date state on the confirmation given by BOUJEE.
  - 2.2 Failure to make balance of payment by the due date given, BOUJEE may assume that cancellation has been made in accordance to clause 3 below will be imposed by BOUJEE.

- 2.3 Tour details (i.e. driver details, tour manager/leader's details and hotel name etc) or other documents will only be provided once full payment is received by BOUJEE.

- 2.4 In cases where booking is made within 30 days prior to arrival date, the full tour cost will be payable immediately upon booking and BOUJEE reserves the right to provide all details and documents at the trip's departure point.

- 2.5 BOUJEE reserves the right to apply cancellation charges should payments aren't received within the specified period and cancel the booking where deemed necessary.

#### 3. WHAT IF YOU CANCEL YOUR TRIP?

- 3.1 Notice of cancellation must be made in writing by your travel agent to BOUJEE.
- 3.2 Deposit is non-refundable if you cancel your trip.
- 3.3 You will be liable for a cancellation surcharge to cover the estimated cost and expenses incurred by us in the terms of the schedule set out below. Surcharges are expressed as a percentage of the trip and is calculated as follows:

Period of notice	Cancellation fee
> 50 days' notice.....	Deposit is forfeited
49 – 30 days.....	35% of trip fare
30 – 14 days.....	50% of trip fare
13 – day of departure.....	100% of trip fare

In cases where the percentage cancellation fee is lesser than the trip deposit, the cancellation fee will equal the loss of deposit. Extra night accommodations and transportation that are cancelled within 7 days prior of arrival date will incur a 100% cancellation fee. Earlier than 14 days will incur as below:

- 15 – 30 days.....No charge  
8 – 14 days.....50% charge  
There will be no refund or exchanges for any attraction or optional tour cancellation.

All cancellation policies is valid as at Jan 2019 and are subject to change. Final policy or changes made will be informed at time of booking.

- 3.4 In cases where your visa application is not approved, deposit is non-refundable.

- 3.5 If we do not hear from your selected travel agent 30 days before the trip with the remaining payment or with an update of visa approval, we will assume that your visa application is not approved and your trip will be cancelled. However, you could re-book your trip (subjected to group availability) should your visa approval comes within the period of 30 – 20 days. Should the group is full and unavailable for addition, you are allowed to choose a different alternative tour.

- 3.6 Cancellations of additional services booked for prior of the trip and post-trip, such as accommodation, transfers, tours or meals that are cancelled within 7 days will incur a 100% cancellation fee.

- 3.7 These cancellation fees are mandatory and are in addition to any cancellation charges that may be imposed by your travel agent. All cancellation policies are valid as at Jan 2019, any changes of policy will be informed at time of booking.

#### 4. WHAT IF YOU WANT TO CHANGE YOUR BOOKING?

- 4.1 If you wish to make changes in your booking after the booking is confirmed, such as change to a different departure date, transfer your booking to a different name (should the person satisfies the conditions to the package) or you wish to choose a different BOUJEE trip, EUR10 will be charged for any amendment made. Should the amendment be 50 days or

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lesser, cancellation charges for the booking made will be implied and EUR 10 will be charged for any changes made.

## 5. TRIP DETAILS AND CONDITIONS

- 5.1 Please read the quotation/brochure in detail for the package inclusive of the price quoted. No monetary allowance or refund can be made for the meals, accommodation, excursions, etc. that you selected not to take, or when museums, shops, etc. are closed. Hotel facilities may differ for certain hotels. Meals may differ in type of food served depending on location and availability.
- 5.2 Food served is Muslim friendly unless mentioned otherwise.
- 5.3 BOUJEE must be notified of any medical conditions or physical disability requiring special attention or where deemed necessary of our knowledge before you book your holiday.
- 5.3.1 We may not accept your booking if we are not notified of the conditions and if we feel that the trip chosen isn't suitable for your condition.
- 5.3.2 If you are travelling with a condition that require special attention, you will have to bring along a suitably qualified companion for your care. It is a condition of BOUJEE accepting your booking that you provide evidence satisfactory to us that an able-bodied person will accompany you and is able to provide any special needs or services that you may require. BOUJEE will do our best to help you with your requirements but no promises/guarantee to do so, either on our own or our suppliers' (such as hotels, restaurants and excursions) behalf.
- 5.3.3 Most of our trips involve getting on and off coaches, walking tours and other physical activities. Some trip may be not suitable for you if you rely on a wheelchair or have a certain disability.
- 5.3.4 BOUJEE will not be held responsible for handicapped clients companion's failure to assist or provide for these tour services.
- 5.4 You are responsible for all travel arrangements and costs to/from the point of origination/end point of the trip.
- 5.5 There may be times when BOUJEE's Tour Manager/leader has to make a decision in your best interest or the best interest of their group. May or may not affect the tour, depending on the situation.
- 5.5.1 By making a booking with BOUJEE, you have agreed to comply with the authority and the verdicts of the appointed BOUJEE Tour Manager/leader and the laws of the country in which you are travelling. Should you fail to comply or if, in BOUJEE's Tour Manager/leader's opinion that you aren't compatible with the general enjoyment and well being of other members, disrupting other's enjoyment on the trip or affecting the smooth operation of the trip itself, BOUJEE and the Tour Manager/leader reserve the right to refuse to let you continue with the trip or follow the group for tours.
- 5.5.2 We do not hold responsible or to be a part of any possession or carriage of legal drugs where it is legal by law. We will not tolerate any possession or carriage of illegal substances (drugs) where it is illegal by law in the country you are in.
- 5.5.3 By making a booking with BOUJEE, you have agreed that yourself and your fellow travelers and BOUJEE Tour Manager/leader has the right to travel/work in a safe and soundly environment. Any threats to BOUJEE's Tour Manager/leader or any other traveller's safety, well being or inappropriate behavior by you, whether verbally or physically, will be taken tremendously seriously and may result in the immediate termination of your trip. In either event, you will be responsible for your own repatriation and all related costs/loss and

have no claims against us. Should any other traveler or BOUJEE's Tour Manager/leader are injured due to your actions, you are responsible for the compensation and/or medical fees.

- 5.5.4 You are accountable for any cost acquired as a result of damage or extra cleaning fees related to your accommodation/transportation. You are advised to immediately report any pre-existing damage in your room to hotel staff and/or a BOUJEE Tour Manager/leader as soon as it is discovered.
- 5.6 In matter of accident, if the safety belt is not being worn at the time of the accident and incident neither the operator nor service providers, agents nor co-operating organization shall be liable for the illness, injury, death or any loss or damages or claims whatsoever arising from any accident or incident.
- 5.6.1 It is your responsibility to have a valid travelling passport and all visas, permits and certificates required for your selected trip before your departure as well as any necessary vaccinations and to obey with all applicable laws. BOUJEE is not responsible for any costs incurred as a result of failing to obtain necessary visas. Any costs whatsoever regarding obtaining, replacing or changing visas whilst on trip (including accommodation, meals, flights and transfers incurred due to associated delays) are at your own expenses.
- 5.7 You agree that our BOUJEE Tour Manager/leader may take photographs and films of you while you are on the trip and that these may be used as our advertising or publicity material without obtaining any consent or payment in respect of such photographs and/or videos/films.
- 5.8 Should you have a complaint in respect of the trip, you should notify BOUJEE Tour Manager/leader during the course of the trip and if the matter can't be resolved after the Tour Manager/leader's tried to resolve it during the trip, your complaint should be made in writing to BOUJEE as soon as is reasonably possible after the trip within 30 days thereof so that the complaint can be investigated. Any complaint after 30 days will not be entertained by BOUJEE. If you choose to write to BOUJEE via social platform/internet, please provide your email address so that we are able to reply to you in writing.
- 5.9 The contract and all matters arising in respect hereof shall be subject to Contract Act 1950, unless we agree otherwise in writing.
- 5.9.1 If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.
- 5.9.2 If you are unsuccessful in any legal action instituted against us, you agree to pay all our costs, including but not limited to, attorney/client costs.
- ## 6. INSURANCE
- 6.1 BOUJEE very strongly recommend that you take out comprehensive insurance cover for cancellation, medical expenses, personal accident, personal baggage, money & public liability before embarking on BOUJEE tours. This should be arranged with your travel agent by your travel agent at the time of the payment of the deposit and will, in certain circumstances, cover you as shown in the insurance policy. You also agree to indemnify us against all third-party claims, actions, damages & remedies which may be brought against us in respect of your participation in the trip.
- ## 7. ILLNESS OR ABSENTEEISM

In the event of your withdrawal from a holiday after the commencement as a result of illness, you must obtain a medical certificate in support of any monetary refund subjected to NIKI Global Incoming's discretion. BOUJEE Team have to be notified for any absentees. No refunds will be made for any untold absence from the trip.

## 8. WHAT'S NOT INCLUDED IN THE HOLIDAY PRICE

Airfares to and from your holiday destination, airport taxes, passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips to the Tour Managers/leaders, representatives, drivers and local guides, items of a personal nature, excess baggage, optional excursions.

## 9. WEATHER CONDITIONS

Under no circumstances can we be held responsible for snow or weather conditions, nor can any holiday be cancelled or amended by you at any time based on snow or weather conditions.

## GENERAL

### 1. CONTRACTING PARTIES

- 1.1 The booking conditions detailed herein contain the entire contract between you and BOUJEE. No representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. This contract may be only be varied in writing by a duly authorized officer or director of BOUJEE.
- 1.2 This contract between BOUJEE and you which BOUJEE as the tour operating company. At any time and at our complete discretion we may nominate to you in writing any other company or person to have the benefit of some or all of those provisions of this contract, which we may then specify, as if you had agreed the provisions concerned directly with that company or person in the first place as well as agreeing them with us. We may at our complete discretion assign all or any rights and liabilities arising under or by virtue of this or any other contract with you.
- 1.3 Package subscription and payment shall constitute agreement and acceptance by the passenger of the terms and conditions which cannot be varied except in writing by an officer of BOUJEE.
- 1.4 BOUJEE is not a carrier or hotelier nor does its own aircraft nor coaches. BOUJEE held contract with many different service suppliers throughout Europe to ensure that all the component of the tour is taken care of. BOUJEE accepts responsibility for the services contracted with these supplier as they affect the tour. If there any services offered in the package cannot be provided, BOUJEE may pay specific compensation specific to that loss. Please also note that BOUJEE will not held responsible for the failure to provide facilities or services for handicapped client (see also 5.2 under Holiday Details and Conditions).
- 1.5 There is no airline represent or recommended in this brochure.
- 1.6 Every effort is made to ensure brochure accuracy at the time of going to print, however BOUJEE cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances.
- 1.7 BOUJEE is a trade/branding name for BOUJEE by Niki Global Incoming Sdn Bhd, Malaysia.
- 1.8 This booking conditions was published in January 2019 and may be subjected to change. Any changes made will be notified at the point of booking.

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