



# Booking Conditions

Tucan Travel accepts bookings subject to the following conditions:

## 1. Your Contract with Tucan Travel

### a) Terminology

Group tours are Discovery Tours, Adventure Tours, Overland Expeditions or Budget Expeditions. A component is an individual group tour or Expedition Cruise or Independent Travel package (a package is combined Independent Travel services in a region during your entire stay in that region). Extra services are pre & post group tour or Expedition Cruise or Independent Travel package hotels and transfers in the joining or departing cities.

### b) Deposits & Charges

**Deposit - Group tours up to 27 days per person per tour;** £100; €150; CHF250; US\$250; C\$250; A\$250; NZ\$300

**Deposit - Group tours of 28 days or more per person per tour;** £200; €300; CHF500; US\$500; C\$500; A\$500; NZ\$600

**Deposit - Expedition Cruises per person;** 30% of total booking amount.

**Deposit - Independent Travel package per person;** £100; €150; CHF250; US\$250; C\$250; A\$250; NZ\$300. Minimum booking amount (unless booked along with a group tour or Expedition Cruise) per booking; £200; €300; CHF500; US\$500; C\$500; A\$500; NZ\$600.

**Deposit - Inca Trail Trek, Lares Trek, Gorilla Trek per person;** £150; €190; CHF300; US\$300; C\$300; A\$300; NZ\$400

**Carbon Offset Scheme (optional) - Group tours up to 27 days per person per tour;** £10; €15; CHF20; US\$20; C\$20; A\$20; NZ\$25

**Carbon Offset Scheme (optional) - Group tours of 28 days or more per person per tour;** £20; €30; CHF40; US\$40; C\$40; A\$40; NZ\$50

**Charge - A change of departure date and/or component per person per component;** £50; €75; CHF125; US\$125; C\$125; A\$125; NZ\$150. See clause 3a.

**Charge - A change to extra services per booking;** £25; €40; CHF65; US\$65; C\$65; A\$65; NZ\$80. See clause 3a.

### c) Contract

To secure a booking Tucan Travel requires a non-refundable deposit as above per person per component. Full payment is required if travel is due to commence within 60 days (or within 90 days for Expedition Cruises). This payment is deemed to be confirmation that the client has read and accepts the Tucan Travel booking conditions. Clients booking through a travel agent or by telephone, fax, email or online will be deemed to have read the booking conditions and accepted them. A booking is accepted and becomes definite only from the date when Tucan Travel has confirmed acceptance by issuing an invoice. Errors or omissions on the invoice may be subsequently amended after advising the client in writing. It is at this point that a contract between Tucan Travel and the client comes into existence. Before your booking is confirmed and a contract comes into force, Tucan Travel reserves the right to increase or decrease prices. Tucan Travel reserves the right to decline any booking at our discretion.

The contract is between Tucan Travel and the client, being all persons named on the booking as travelling or intending to travel with Tucan Travel. The person making the booking (which is subject to these terms) warrants that he/she has full authority to do so on behalf of all persons named, and confirms that all such persons are fully aware of and accept these conditions.

The contract, including all matters arising from it, is subject to UK law and the exclusive jurisdiction of its respective courts. No employee of Tucan Travel other than a director has the authority to vary or omit any of these terms or promise any discount or refund.

### d) Carbon Offset Scheme

The Tucan Travel Carbon Offset Scheme is a voluntary donation on an "opt out" basis that is in addition to all deposits and charges. This amount is automatically added to the invoice and is due when the client pays the final balance unless requested to have it removed.

## 2. Payment of Components

The balance of all monies due, including any surcharges applicable at that time, must be paid not later than 60 days before departure (or 90 days before departure for Expedition Cruises). In the case of non-payment of the balance by the due date Tucan Travel will treat the booking as cancelled by the client and apply the appropriate cancellation charges.

Local funds plus any local surcharges must be paid on Day 1 in the destination of travel or as instructed in the documentation or by local staff. Failure to pay will result in the client being excluded from the component without refund. Local surcharges are non-refundable for any unused elements of the component. Refer to clause 6 for further details.

Monies paid to a travel agent are held on behalf of Tucan Travel whom are bound by these booking conditions in full.

## 3. Changes

### 3a. Changes by You

A change of departure date and/or component to another must be requested in writing by the person who made the original booking. It must also be accompanied by the administration charge per person per component (plus additional deposits if applicable), unless the request is within 60 days of departure (or within 90 days of departure for Expedition Cruises) in which case cancellation charges will be applied as detailed in clause 4. The original component deposit (if 28 days or more or Expedition Cruises) and cancellation charges will apply based on the departure date of your original component (if changing to a later date) regardless of the length of the new component. Any change of departure dates to components that include the Inca Trail Trek will require an additional deposit to be paid.

Any changes to extra services must be confirmed in writing by the person who made the original booking and must be accompanied by the administration charge per booking in addition to the cost of any extra services required. Whilst every reasonable effort will be made to accommodate changes and additional requests their availability cannot be guaranteed. Changes to extra services already booked will incur the administration charge. Extra services may be added up to one calendar month before departure without charge however.

### 3b. Changes by Us

While Tucan Travel will use its best endeavours to operate all components as advertised, by entering into this contract the client accepts that it may prove necessary or advisable to vary or modify a component itinerary or its contents due to prevailing local conditions.

Tucan Travel reserves the right at any time either before or during a component to cancel or change any of the facilities, services or prices described (including flights, transport, accommodation or other arrangements) and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.

If a major change is known to us, the client will be told at the time of booking. If a major change becomes necessary Tucan Travel will inform the client as soon as reasonably possible if there is time before departure. The definition of a major change will depend on the individual component and circumstances and is at the sole discretion of Tucan Travel. When a major change is made the client will have the choice of accepting the change of arrangements, or within 7 days notification of the change, purchasing another available component or cancelling the component and obtaining a full refund, provided that the major change is not because of force majeure.

Force majeure is war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, disease, fire or adverse weather conditions, technical or maintenance problems with local transport or Tucan Travel vehicles, changes imposed by cancellation or rescheduling of flights by an airline or main charterer, the alteration of airline or aircraft type, or other similar events beyond the control of Tucan Travel. Tucan Travel is not liable for any penalty charges associated with non-refundable airfares, in the event of a change to a component departure time, date or airport. All costs incurred due to force majeure such as transportation, communication, accommodation, food or other similar items will be passed to the client by way of local surcharges. See clause 6.

## 4. Cancellation

### 4a. Cancellation by You

The client may cancel the booking at any time provided that the cancellation is communicated to Tucan Travel in writing. Written notification is essential even if verbal notification of an intention to cancel has been given. Cancellation charges will be applied as shown below calculated from the day written notification is received by Tucan Travel. In addition to the charges shown below airlines may impose 100% cancellation charges and the cost of a new ticket.

The date used for calculating cancellation charges will be as follows.

a) Group tours & Expedition Cruises; The date of departure of each component booked.

b) Independent Travel; The date from which the first service of the package (or other component if combined) commences and will apply to all subsequent package services booked.

### Group tours, Independent Travel & extra services (excluding Rio Carnival packages)

60 days or more; Forfeit of all deposits\*. 59 - 28 days; 50% of total cost. 27 days or less; 100% of total cost.

### Inca Trail Trek, Gorilla Trek, Rio Carnival Packages & Carbon Offset Scheme

60 days or more; Forfeit of all deposits\*. 59 days or less; 100% of total cost.

## Expedition Cruises

90 days or more; Forfeit of all deposits\*. 89 days or less; 100% of total cost.

\*In addition to any flight or similar deposit paid plus any charges in Clauses 1 & 6.

In addition to the above cancellation charges, the full insurance premium is also payable in the event of a cancellation by the client. If the reason for cancellation is covered by the insurance policy, you may be able to reclaim these charges.

No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilised.

Clients who have booked 2 or more group tours will be subject to the above conditions based on the start dates of each group tour booked. Any discounts received due to booking additional group tours will be deducted from the refund amount owing for the cancelled group tour or invoiced separately if further payment is required.

### 4b. Cancellation by Us

Tucan Travel reserves the right to cancel a component in any circumstances but, except for force majeure or the client's failure to pay the final balance or one of the conditions detailed in Clause 5, will not cancel a component less than 28 days before departure. Unless the client fails to pay the final balance Tucan Travel will, upon cancellation, return all monies paid excluding payment for travel insurance and administration charges or offer an alternative component of comparable standard.

## 5. Guaranteed Departures & Minimum Numbers

Tucan Travel sets its own minimum numbers for group tours based on logistics and guarantees to operate once minimum numbers have been achieved. In addition, a number of departure dates have been designated as guaranteed. These group tours will operate regardless of whether minimum numbers have been achieved. Tucan Travels minimum numbers are as follows:

a) A minimum of 4 persons booked on Adventure Tours.

b) A minimum of 10 persons booked on Discovery Tours, Overland Expeditions and Budget Expeditions.

Where minimum numbers have not been achieved on a given departure that has not been designated as guaranteed, Tucan Travel may choose to either operate the group tour with below minimum numbers or cancel the group tour and pay compensation as follows:

More than 28 days; None.

27 - 14 days; A full refund of monies paid and a 5% discount on the land cost of a similar replacement group tour (see below).

13 days or less; A full refund of monies paid and a 10% discount on the land cost of a similar replacement group tour (see below).

Notes; Refunds and discounts referred to here apply only to group tours cancelled within 28 days as a result of failure to achieve minimum numbers. A replacement group tour may be any group tour selected from Tucan Travel up to the value of the original group tour booked. Refunds and discounts apply to the cost paid for the land content only and exclude local funds surcharges, extra services insurance premiums and administration charges.

## 6. Prices & Surcharges

All prices published in printed brochures and other printed media are "from" prices only and may vary from time to time due to exchange rates, operational costs or travel seasons or years. Correct prices are published on the Tucan Travel website and are valid at the time of booking. No refunds are payable if the price is subsequently reduced and all prices may be subject to surcharges as set out below.

Tucan Travel reserves the right to increase the component price and / or local fund to take account of the following items: entrance charges, government action, currency, operations costs, transportation costs, including the cost of fuel, over flying charges, airport charges and increases in scheduled airfares. Tucan Travel will not surcharge if the increase is less than 2% of the component price (excluding local funds). Tucan Travel may apply the full costs of a surcharge if the increase is 2% or more of the component price (excluding local funds). If the surcharge results in an increase of more than 10% of the component price the client may cancel the booking within 7 days notification of the surcharge and obtain a full refund.

The above conditions do not apply to the following circumstances.

a) In the event of local flight cancellations, overbooking or rescheduling of departure days and times, Tucan Travel reserves the right to pass on any extra costs to the client. In such cases, the client will have the choice to wait for the next available scheduled flight and miss some tour services included or pay any additional costs associated with upgrades or chartering aircraft as a substitute by way of local surcharges.

b) Increases in Inca Trail Trek, Machu Picchu, Lares Trek, Gorilla Trek, Game Park or similar entrance charges to tourist sites and associated operating costs which will be passed to the client by way of local surcharges as the increases occur.



c) Fuel surcharges due to increases in fuel costs for Expedition Cruises or Tucan Travel vehicles may be applied and invoiced in advance of your departure if there is adequate time to do so. Fuel surcharges may only be known within a limited time before the departure date and are dependent on world and local fuel prices. Any fuel surcharge applied must be paid in full either in advance or by way of local surcharges as advised, failure to pay will result in the client being prevented from joining the component without refund.

## 7. Travel Insurance

Travel insurance is mandatory for all clients of Tucan Travel. Clients together with their personal property including baggage are at all times solely at their own risk. Clients are wholly responsible for arranging their own insurance. A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the component and loss of component monies through cancellation or curtailment of the component for insurable reasons. Tucan Travel is able to assist clients in obtaining a suitable insurance policy. Clients making their own arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities in their component. Clients should satisfy themselves that any travel insurance arranged through Tucan Travel is what they require and should arrange supplementary insurance if need be. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard. Proof of adequate insurance will be requested at the start of your component, failure to provide this will result in the client being prevented from joining the component without refund.

## 8. Passports, Visas and Vaccinations

It is the responsibility of the client to be in possession of a valid passport, visa permits, vaccinations and preventative medicines as may be required for the duration of the component. Information about these matters or related items is given in good faith but without responsibility on the part of Tucan Travel.

## 9. Age, Fitness and Participation

All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen component as described by Tucan Travel. Clients are also expected to accept that the components described constitute "Adventure Travel" and that travel to and facilities in developing countries will not be to similar standards which they may be accustomed to at home, we do not provide luxury travel. Persons over 60 years of age may be asked to provide medical evidence of fitness to travel on certain itineraries. Minors (those under 18 years of age) are accepted on some group tours and most Independent Travel and Expedition Cruises operated by Tucan Travel at our discretion provided they are accompanied by a parent or guardian who accepts full responsibility for them. Unaccompanied minors will not be accepted. Tucan Travel has recommended ages for participation in group tours which act as a guide only. The Budget Expeditions travel style is limited to 18 to 35 years however occasionally Tucan Travel may authorise clients outside these ages to travel if they meet certain criteria. Tucan Travel reserves the absolute right to decline a booking at their discretion.

Clients agree to accept the authority and decisions of Tucan Travel's employees, tour leaders, and agents whilst on components with Tucan Travel. If in the opinion of such person the health or conduct of a client before or after departure appears likely to endanger the safe, comfortable or happy progress of a component the client may be excluded from all or part of the component. In the case of ill health Tucan Travel may make such arrangements as it sees fit and the associated total costs of these arrangements including expenses of Tucan Travel must be paid for by the client.

If a client is excluded as above or chooses to leave of their own free will or leaves due to ill health or any other reason there will be no refund of the component price, extra services surcharges, local fund or any local surcharges. All services forming part of the whole package booked will be forfeit though may be recoverable through your travel insurance in some circumstances.

## 10. Local Laws

All participants in components operated by Tucan Travel are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve Tucan Travel of all obligations that they may otherwise have under these booking conditions.

## 11. Illness or Disability

Anyone suffering from 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 medication or other treatment which may be required during the component. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the component in which case all monies paid will be forfeit.

## 12. If you have a Complaint

If the client has a complaint about any of the component arrangements the client must bring it to the attention of the tour

leader or other representative of Tucan Travel at the time so that they may use their best endeavours to rectify the situation. It is only if Tucan Travel is made aware of any problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the client's ability to claim compensation from Tucan Travel being extinguished or at least reduced. Should the problem remain unresolved a complaint must be made in writing to Tucan Travel within 28 days of the completion of the component or all claims for compensation will be forfeit.

## 13. Our Responsibilities

The components operated or supplied by Tucan Travel have been designed to provide participants with an exposure 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 associated with normal "package travel".

All bookings are accepted on the understanding that such risks and hazards are appreciated by the client and that they undertake all components, services, treks, optional excursions and other activities at their own volition.

a) Where the client does not suffer personal injury, Tucan Travel accepts liability should any part of the component arrangements booked with Tucan Travel not be supplied as described and not be of a reasonable standard. In such a case, Tucan Travel will pay reasonable compensation if the component arrangements had been adversely affected but will pay no compensation if there has been no fault on the part of Tucan Travel or its suppliers and the reason for the failure in the component arrangements was due to force majeure, the client's fault, the actions of someone unconnected with the component arrangements or could not have been foreseen or avoided by Tucan Travel or its suppliers even if all due care had been exercised.

b) Where the client suffers death or personal injury as a result of an activity forming part of the component arrangements booked with Tucan Travel, Tucan Travel accepts responsibility unless there has been no fault on Tucan Travel's part or its suppliers and the cause was due to force majeure, the client's fault, the actions of someone unconnected with the component arrangements or one which neither Tucan Travel nor its suppliers could have anticipated or avoided even if all due care had been exercised.

These conditions are issued on the sole responsibility of Tucan Travel and have been compiled with reasonable care. They are not issued on behalf of, and do not commit any airline whose flights form part of the arrangements. Where air travel on inclusive components is provided by scheduled carriers, their responsibility is limited in accordance with their conditions of carriage.

## 14. Flight Bookings

Tucan Travel will use its best endeavours to ensure that all flight prices and pre-paid taxes are correct at the time that they are quoted. Airlines reserve the right to amend or withdraw fares without prior notice. Once a deposit is paid on an airfare, it guarantees that a booking is being held for you, it does not guarantee the fare. The fare can only be guaranteed when the flight booking has been paid for in full by Tucan Travel and a ticket has been issued. Flight bookings cannot be transferred.

## 15. Brochure / Website / Advertising Material Accuracy

The information contained in our brochure, on our website and in other advertising material is believed correct to the best of our knowledge at the time of publication. Errors may occasionally occur and information may subsequently change therefore please ensure you check all details of your chosen component (including the price) with us or your travel agent at the time of booking. Tucan Travel cannot be held responsible for any error, omission or unintentional misrepresentation that may appear in this brochure, on our website or in other advertising material.

## 16. Your Financial Security

a) Flight Inclusive Components: International flight inclusive components if purchased with Tucan Travel in the UK are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 6855. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

b) Land Only Components: All clients worldwide are financially protected against our insolvency when booking directly with Tucan Travel. All components purchased through Tucan Travel's UK office are protected by AITO Trust LTD. For further information, visit the AITO website at [www.aito.co.uk](http://www.aito.co.uk). All components purchased through Tucan Travel's Australia office are protected by the Travel Compensation Fund of Australia membership number: 2/7237. For further information, visit the TCF website at [www.tcf.org.au](http://www.tcf.org.au).

c) Travel Agent bookings: All clients booking through a travel agent are financially protected by the travel agents own protection scheme which you should check carefully before purchasing your travel arrangements. Tucan Travel is not financially liable for bookings due to the insolvency of your travel agent.

## 16. Tucan Travel Company Information

### United Kingdom

Tucan Limited is incorporated in England & Wales with limited liability. Registered Office: 316 Uxbridge Road, Acton, London W3 9QP. Company Registration Number: 337 0298. VAT Number 702 2687 54.

### Australia

Tucan Travel Pty Ltd is incorporated in Australia with limited liability. Registered office: Scott Associates, PO Box 501, Kensington, NSW 1465 ACN: 085 587 659, ABN: 77 085 587 659

## Step-by-step booking guide

### 1 Check availability

Contact Tucan Travel, visit us online or contact your travel agent to check the availability of your tour on your chosen departure date.

### 2 Booking conditions

Review our booking conditions. Booking with us means you have read and agreed to these conditions.

### 3 Deposit

In order to book your tour you must pay a non-refundable deposit. If your tour includes the Inca Trail, Lares Valley Trek or Gorilla Trek, or you are taking an Expedition Cruise, you will be required to make an additional deposit to confirm your booking. This amount is listed in our booking conditions (see page 202). If you are booking less than 60 days before your departure date, full payment is required.

### 4 Your details

Before we can confirm your booking we will require your full name, gender, date of birth, nationality, email address, home address, phone number, passport number, date of issue and expiry, and any pre-existing medical conditions.

### 5 Travel insurance

You must have comprehensive travel insurance to travel with Tucan Travel.

### 6 Final payment

The full balance of your tour cost is due 60 days prior to your departure. If you book within 60 days of your tour departure full payment must be made upon confirmation.

### 7 Documents

Once you have paid your deposit Tucan Travel will provide you with all of your relevant pre-departure information including tour dossier, country dossier(s), joining letter and any other relevant special information sheets by email or post. If you have booked through a travel agent they should provide you with this information shortly after receiving your booking. You can also find these documents on our website. Your final documentation will be issued 30 days prior to departure after full payment has been made.

### 8 Keep up to date

Please remember to visit our website to get the latest news and download the most up to date tour dossier just before you travel.

