



TOUCAN *travel* PROMOTIONS PTY (LTD)

Fair Trading Agreement

Toucan Travel Promotions is committed to a policy of fair trading to make every effort to ensure that you will have an enjoyable holiday with us. Our Fair Trading Agreement has been formulated as a result of our responsibilities under law and in no way affects your statutory rights. Your signature or that of your authorised agent, on the holiday request form will be taken as your and your party's acceptance of the following conditions. The expression 'the client' may be used in these conditions not only to apply to you but to all other members of your party on whose behalf you signed.

RESERVATION PAYMENT AND LATE BOOKINGS

All reservations are confirmed on the condition that a non-refundable deposit balance is paid to **Toucan Travel Promotions** within 14 days of confirmation. The balance owing must be paid by the date stipulated on the invoice but not less than six weeks prior to departure. Prices are quoted at the ruling daily exchange. Until **Toucan Travel Promotions** have received full payment, we reserve the right to charge any variations to the passenger's account. **Toucan Travel Promotions** reserves the right to cancel any reservation in respect of which any payment is not made on time. The onus will be on the passengers to check that there have been no changes in price prior to making final payment. **Toucan Travel Promotions** guarantees the price of land arrangements, once full payment is received except where any subsequent increase is beyond the control of Toucan Travel Promotions. Should payment be received later and **Toucan Travel Promotions** has to make use of a courier service, the cost will be for the passenger's account. In the event of any reservation being completed less than 30 days prior to departure, **Toucan Travel Promotions** shall be entitled to levy a late reservation fee. An Amendment fee to cover communication expenses will be levied for any changes to the confirmed itinerary.

CANCELLATION

In the event of passengers cancelling their reservations, **Toucan Travel Promotions** shall have the right either to claim the total amount of any deposit paid by such a passenger or to claim any damages suffered by the Company. In accordance with the policy adopted by Tour Operators all over the world, **Toucan Travel Promotions** reserves the right to cancel any tour before departure, in which event the entire payment will be refunded without any further obligation on the part of the Company. The following cancellation fees which may be imposed unless otherwise stipulated are;

From time of booking until 8 weeks prior to departure – Deposit is forfeited

- | | | |
|-----------------|---|---------------------|
| 8 weeks prior | - | 25% of the invoice |
| 6 weeks prior | - | 35% of the invoice |
| 4 weeks prior | - | 50% of the invoice |
| 3 weeks or less | - | 100% of the invoice |



INSURANCE

Insurance against cancellation, illness and for loss of baggage is highly recommended for all passengers travelling abroad with **Toucan Travel Promotions**. Passengers are responsible for their own insurance, and **Toucan Travel Promotions** will not be liable if anyone should fail to take adequate insurance cover. All sporting activities undertaken by passengers are of their own choice and at their own risk. These include such activities as para-sailing, white water rafting, scuba diving and all other water sports. **Toucan Travel Promotions** shall not be responsible for any accidents which may occur.

PASSORTS, VISAS, VACCINATIONS AND INNOCULATIONS

The responsibility to obtain proper, current and valid passport, visas, vaccinations, inoculations and the like, where required, is that of the customer alone and the company shall not be responsible or liable for any consequences of any nature arising from the customer failing to ensure that he/ she has complied with all such requirements.

TRAVEL DOCUMENTS

Documents (vouchers, itineraries, etc) are only prepared on receipt of full and final payment, currency declaration, signed conditions of this contract.

AMENDMENTS

No waiver, indulgence or amendment hereto shall be binding on **Toucan Travel Promotions** unless reduced to writing and signed on behalf of Toucan Travel Promotions by one of its directors.

RESPONSIBILITY

All tours are booked and all tour arrangements are made on the express conditions that **Toucan Travel Promotions**, their servants and agents shall not be responsible for, and shall be exempt from, all liability in respect of any loss, damage, accident, delay or inconvenience to any person, or his or her luggage, or other property, wherever, whenever and howsoever the same may occur.

Toucan Travel Promotions, their servants and agents shall further not be liable for any consequential loss or damage whatsoever. Toucan Travel Promotions agents have the authority to claim the cost of repair for any damages caused by the client to any property. Airlines used by **Toucan Travel Promotions** and other IATA carriers are not held responsible for any act or omissions or event during the time passengers are not aboard the aircraft or conveyance. The carrier's liability for acts, events and omissions which occur during the carriage by air is governed by applicable laws and regulations and by the conditions appearing on the carrier's tickets. It shall be the responsibility of the passenger to reconfirm all flights and check the timing of departures with the airline in case there has been an unscheduled change and Toucan Travel Promotions has been unable to contact the passenger.

Toucan Travel Promotions acts as an agent only for our local ground operators and accordingly accept no liability whatsoever for any loss of damage which any passenger may suffer as a result of the failure of any such principles to fulfil their obligations whether in relation to travel arrangements, accommodation or otherwise howsoever.



UNSCHEDULED EXTENSIONS/ BREAKAWAYS

In the unlikely event of their being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes or any other cause which is beyond the control of **Toucan Travel Promotions**, it is understood that the expenses relating to these unscheduled extensions (hotel accommodation etc) will be for the account of the passenger. While it is possible to break away from planned holiday itineraries, it is understood that extra expenses incurred as a result of such a breakaway will be for the passenger's account and any unused services will not be refunded.

ITINERARY VARIATIONS

While every effort is made to keep to all published itineraries, we reserve the right to make changes for your convenience. In some cases weather conditions can necessitate an alteration in the tour itinerary and this does not constitute any reason for refund. No refund for unused services will be considered. In the event that the stipulated hotel accommodation, excursion, service, etc is unavailable for any reason whatsoever, Toucan Travel Promotions under takes to provide like or better accommodation, etc at the same price quoted to the passenger.

JURISDICTION OF THE MAGISTRATE'S COURT

Toucan Travel Promotions shall be entitled at its option to institute any legal proceedings arising out of or in connection with this contract in any Magistrate's Court having jurisdiction in terms of Section 29 of the Magistrate's Court Act No 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

TRAVEL DECLARATIONS

As the authorised representative of the S.A. Reserve Bank. **Toucan Travel Promotions** requires that all foreign payments that are made by them on behalf of passengers must be deducted from passenger's foreign exchange allowance. A currency declaration to this effect must be lodged with **Toucan Travel Promotions** before final documents can be released.