



## **The Tuk Tuk Club - Customer Terms and Conditions**

Please read these booking Terms and Conditions carefully, they form an important part of the contract for your travel arrangements.

All programmes advertised in our marketing materials and on our website are operated by The Tuk Tuk Club, a travel brand owned and operated by ETK Co. Ltd, a registered business in Thailand with company number 0125559030065 and with its registered office at 85/49 Moo Ban Waraporn, Bang Len Soi 28, Bang Yai, Nonthaburi, Thailand and it's branch office at 184/4 Moo 2. Ban Hua Fai. Ban Kad, Mae Wang, Chiang Mai, Thailand

All travel arrangements are sold subject to the following conditions ("Booking Conditions"):

### **1. Insurance.**

- Please Note: Adequate and valid travel insurance is compulsory for all customers and it is a condition of the Company accepting your booking that you agree you will have obtained adequate and valid travel insurance for your booking by the start date of your trip.
- You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of expenses, injury, death, repatriation, cancellation and curtailment and dependent relatives. You may be required to carry proof of insurance with you and produce it if reasonably requested by Company employees or suppliers. You should ensure that you are covered for the complete duration of your travels and that there are no exclusion clauses which limit cover for the type of activities included in your travel arrangements.
- Through participating in the Company's trips, you understand and acknowledge that there is a degree of risk involved in an adventure of this nature involving both the driving of and being a passenger in a 'Tuk Tuk'.
- By agreeing to these Terms and Conditions you agree to absolve The Tuk Tuk Club, ETK Co. Ltd, and the Directors of any responsibility for injuries / costs incurred as a result of the climate, the driving of you / other customers and / or other road users or any other circumstances when you are driving or a passenger in one of the 'Tuk Tuks'.

### **2. Booking**

- To make a booking you can contact us either directly over the telephone or via our website / online communication. The person making the booking (hereinafter referred to as the 'Lead Name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party.

#### ***5 and 11 day adventures:***

- You will need to pay a deposit (which includes an administration charge) at the time of booking which is £299 (or equivalent in other currencies). However, for bookings at 59 days or less prior to the start date, full balance payment will be required at the time of booking.

#### ***1 and 3 day adventures:***

- Full payment for the trip is required at the time of booking.



- Please see the section on 'Payment and Credit Card Fees' below for further details regarding payments and payment dates.
- Upon receipt of your deposit/full payment, we will start to process your application. However, if you withdraw your application at any stage, as we will have already incurred costs in processing your application and looking for a placement, we regret that we cannot refund your deposit, as we need to cover our costs incurred on your behalf.
- On acceptance of your booking, we will issue a confirmation note. A contract will exist between us from the date we issue the confirmation note or if you book within 59 days of departure the contract will exist when we accept your full payment. When you receive the confirmation note please check the details carefully and inform us immediately if anything is incorrect.
- It is a condition of your booking that you and all members of your party provide certain information that may be sent to our operational team who will be managing your trip. Failure to provide us with requested information 28 days prior to arrival may result in us needing to cancel or postpone your booking.
- Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of your booking.
- We believe that all statements made in our marketing materials and website and other marketing materials are factual and correct at the time they are made. Every reasonable effort has been made to describe the booking accurately and to provide the amenities described. We will advise you of any material changes known to us prior to your departure providing there is sufficient time to do so, and, we can contact you.

### **3. Payment**

- With the exception of special group bookings (where we develop a programme specifically for your group), if you book 59 days or more before the start date of your programme you will need to pay a deposit at the time of booking as detailed above. We will invoice you for the remainder of the cost of your travel arrangements due before you travel and your confirmation note will contain details of the due dates for further payments where relevant. *NOTE: 1 and 3 day adventures require full payment of the trip at the time of booking.*
- For tours where a deposit has been paid, the final balance must be received by us not later than 59 days before the start date of your adventure.
- If the deposit and/or balance are not paid in time we will cancel your travel arrangements. If the balance is not paid in time, we shall retain your deposit.

### **4. Prices and Surcharges.**

- All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices. Prices on our website are updated regularly. Before you make a booking we will give you the up-to date price of your chosen programme including the cost of any peak-season supplements or additional facilities which you have requested. Prices quoted are valid at the time of publication on 1<sup>st</sup> January 2019.
- Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services, mean that the price of your travel arrangements may change after you have



booked. However, there will be no change within 28 days of your departure. We will absorb any cost changes up to 2% of the price of your travel arrangements but reserve the right to make charges over and above this amount. However, if this means that you have to pay an increase of more than 10% of your programme you will have the option of cancelling and receiving a full refund, except for any amendment charges.

- Dates and itineraries shown for tours are indicative only and subject to change due to safety conditions including force majeure and daily weather conditions.

## **5. Changes and cancellations made by you**

- If, after our confirmation note has been issued, you wish to change your travel arrangements in any way, for example to change your tour start date, we will try to make the change subject to availability but it may not always be possible. Any request for changes to be made must be in writing from the Lead Name and received by us at least 30 days or more before the start date of your programme. You will be required to pay an amendment fee of £50 (or equivalent in other currencies) per booking for each change and any further costs we incur in making this alteration (including without limitation to cover our administration costs and any costs imposed by any of our partners providing the component parts of the booking).
- Any alteration requested by you and received by us less than 30 days prior to the start date of your programme or departure date (whichever is the earlier) will be treated as a cancellation of the original booking and will be subject to cancellation charges.
- You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the Lead Name in writing. Notice of cancellation will be effective upon receipt of your written communication. However, as we start to incur costs from the time the contract is confirmed we will retain your deposit (where relevant) and in addition will apply other cancellation charges as shown below. Where written notification of the cancellation is received:

### **3, 5 and 11 Day Adventures**

- 30 days or more prior to the start date of your tour: loss of deposit
- Less than 29 days prior to the start date of your tour: 100% cancellation fees

### **1 Day Adventures**

- 15 days or more prior to the start date of your tour: full refund
- 14 days or less prior to the start date of your tour: 100% cancellation fee
  
- All communications relating to this contract (in particular any requests to cancel or amend your programme arrangements) must be from the Lead Name in writing and in English and sent by email to [bookings@thetuktukclub.com](mailto:bookings@thetuktukclub.com)
- If once you have started your tour you elect to leave, the cancellation charges set out in these Booking Conditions will apply and you may be required to complete an early departure form which confirms you are cancelling your contract with the company and are not entitled to claim a refund for any unused services.



## **6. Changes or Cancellations made by us.**

- We reserve the right to cancel your booking or make changes to your booking (including without limitation to any of the facilities, services or prices described in our brochures or website). We will endeavour to advise you of any changes known at the time of booking.
- We plan the arrangements for your booking in advance and may occasionally have to make changes, most of which are minor and we will advise you of them at the earliest possible date. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible if there is time before your tour start date. Whether a change is 'major' depends on the nature of the trip and may include: a change to a different accommodation (changes will always be made to an equivalent or higher standard); or a change of location for activities.

If we make a major change to your travel arrangements, you will have the choice of either:

(a) accepting the change; or

(b) cancelling your tour, in which case you will receive a full refund of all monies paid.

- We may also have to cancel your travel arrangements, if for example the operation of the programme is dependent on a minimum number of persons booking and that number is not achieved, we reserve the right to cancel the tour. However, in no circumstances will we cancel your booking less than 30 days before the start date of your programme except for reasons of consolidation due to minimum numbers not being attained, force majeure (as defined below), failure on your part to pay the final balance or complete all necessary forms, or for any other reason beyond our control.
- We strongly recommend that you make no travel arrangements to your point of arrival, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary, we shall not be liable to you for the cost of those arrangements. If we are forced to cancel your programme after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.
- Circumstances amounting to "force majeure" including any event which is beyond our reasonable control or the reasonable control of the supplier of the service(s) in question, including without limitation war, threat of war, riot, civil strife, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, acts of God, adverse weather conditions, flood, epidemic or pandemic illness and all similar events.

## **7. Our liability, conditions of carriage and limitations**

- Our obligations, and those of our partners providing any service or facility included in your programme, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you



wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the region that your tour may pass through. Sometimes these standards will be lower than those which would be expected in your home country. The services and facilities included in your booking will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

- By participating in this tour you acknowledge and agree that an adventure of this nature using a motorized vehicle is a potentially dangerous activity and as such may expose the traveller, and other travellers, to a degree of risk of serious bodily injury or death which may be caused by the travellers actions or omissions or the actions or omissions of others
- In recognition of these facts each traveller elects voluntarily to enter into this Agreement and to assume all risks of loss, damages, injury or death than may be sustained and to participate in the tour using a motorized vehicle, at their own risk.
- Save in the event of any willful act on the part or the person or entity concerned, none of the Company, any Official, agents or employees shall be liable to any traveller for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by any traveller whether arising from participation in a tour or otherwise.
- Except where expressly provided in this Agreement, each traveller jointly and severally undertakes to the Company to be liable for any death or personal injury to third parties, damage to property or other claims, losses and costs arising out of any negligent or willful act of the traveller during the tour.
- The Company shall have no liability where the cause of the failure to provide, or failure in, your travel arrangements or any death or personal injury you may suffer is either attributable to you, another customer or attributable to someone unconnected with your tour and is unforeseeable or unavoidable, or is due to a force majeure event or unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our partners could have foreseen or forestalled.
- If any international convention applies to, or governs, any of the services or facilities included in the booking arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these conventions or any other international conventions applicable to your travel arrangements. Other than as set out above, and as is detailed elsewhere in these Booking Conditions, we shall have no legal liability whatsoever to you for any loss or damage.

- If you purchase, or take part in, any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider and not with us. We are not responsible for the provision of such activities or for anything that happens during the course of its provision by the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased locally your claim should be directed to the activity provider and not to us.
- We offer travel arrangements in areas where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realize and understand the hazards involved in this kind of tour, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows for an adventurous experience and a substantial degree of on-trip flexibility is required. Changes in itinerary may be caused by local political conditions, transport cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.
- Please note that the timings of travel departures are estimates only. These timings may be affected by operational difficulties, weather conditions or failure of passengers to arrive in good time.

#### **8. Complaints process.**

- If you have any complaint during your tour you must inform your tour guide or leader immediately. If you are not satisfied with their actions please contact our Head Office team at [bookings@thetuktukclub.com](mailto:bookings@thetuktukclub.com) who will aim to resolve your complaint on your behalf. Failure on your part to notify us and our relevant staff will deprive us of the opportunity to investigate your complaint and to take appropriate action to put things right whilst you are on your tour and may affect your legal rights.
- If you are not happy with the actions taken in response, please follow this up with us within 28 days of the tour end date by writing to us at [bookings@thetuktukclub.com](mailto:bookings@thetuktukclub.com) giving your booking details and all other relevant information. We will acknowledge your written notification within 7 days and will provide a full response within 28 days.

#### **9. Visa, Health, Passport, Travel Documentation.**

- Whilst we are able to provide basic advice to travellers regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or relevant government agency for the exact requirements for your chosen tour and date of travel. It is your responsibility to ensure that you have the correct passport and visa (if required) to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements.
- We are able to offer advice on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.



## 10. Privacy Policy.

The Tuk Tuk Club sets out what information we collect, how we collect it, and what we do with it.

### INFORMATION ABOUT YOU

#### *Your Information*

- This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking. You are responsible for ensuring that other members of your party are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us.
- We will update your information whenever we can to keep it current, accurate and complete.

#### Our Use of Your Information

(1) For the purpose of providing you with our services we may disclose and process your information to relevant parties in the placement process.

(2) Information (such as health or religion) may be considered "sensitive personal data" under some countries Data Protection Acts. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to exchange relevant information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

- If you do not agree to Our Use of Your Information above, we cannot engage/do business with you or accept your booking.

#### *Direct Marketing Materials*

- We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our company. Our website will assume you to agree to e-communications when you make a booking. We will tailor the information we send you unless you tell us not to. This will enable us to send you more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation.

#### USE OF TOOLS / "Cookies" and Links to Other Websites

- If our contact and dealing with you is via our website, we may use 'cookies'. To find out more about the types of cookies on our website, how we use cookies, to disable them or to change your preference and more, please refer to the information provided on our website. By using our website, you consent to our use of cookies.



- Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

#### *Monitoring*

- To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web traffic, activities, etc. and social media. All recordings and derivative materials are and shall remain our sole property.

#### *Changes to this Policy*

- Any changes to this Policy will be either posted on our website and/or made available on request.

### **11. Behaviour**

- A booking is accepted on the strict understanding that you undertake to comply with the laws, customs, foreign exchange, drug and all other regulations of any country visited during the tour, as well as all hygiene, safety and security rules.
- If you commit any illegal act when on the tour or if in the reasonable opinion of the guide or leader your behaviour is disruptive, threatening or abusive or is causing or likely to cause danger, upset distress or annoyance to others or damage property we may terminate your travel arrangements at any time without any liability on our part. Full cancellation charges will apply.
- In these circumstances no refunds or compensation will be paid to you and we will not meet any costs or expenses you may incur as a result of your tour being terminated. We may make a claim against you for any costs and expenses incurred as a result of your behaviour e.g. the cost of diverting ferry to remove you. Criminal proceedings may also be instigated.
- If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the tour, you must advise us of this at the time of booking.

### **12. Trip Notes**

- If we issue detailed trip notes, all information contained therein will be deemed to be part of the contract. Trip notes available from our website contain up-to-date definitive information about the itinerary and travel arrangements. Should there be a discrepancy between the information in the website or marketing materials and the trip notes, the information in the trip notes supersedes that in the brochure or on the website and will be considered the most up-to-date and accurate.

### **13. Participation requirements**

- All customers are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen tour as described in our marketing materials and / or website. Anyone suffering from mobility impairment, 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 booking.

#### **14. Flights & transfers**

- It is your responsibility to arrange and pay for any flights, including any internal flights, and travel to and from the meeting point of the tour. We cannot be held responsible for any action, negligence, or event relating to the purchase, or operation of such flight tickets, or flights that you purchase. Furthermore, we will not be responsible for any costs, or refunds, due to changes, or delays in such flights.

#### **15. Tour specifics**

- You are responsible ensuring that you are at the meeting point for your tour on the correct date and time. Should you arrive outside the agreed start date/time for your tour, whilst we will take all possible actions to help you meet up with the tour, you may have to cover transfer costs.
- The accommodation and board basis will be contained within individual tour details. It is your responsibility to advise us of any special dietary requirements. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard.

#### **16. Law & Jurisdiction**

- This contract, will be governed by Thai law and the courts of the Kingdom of Thailand shall have exclusive jurisdiction over any claim arising out of it.

#### **17. Code of Conduct – driving the Tuk Tuks**

This code of conduct sets out the standards required for you to drive one of the Tuk Tuks on the tour.

- You must complete and successfully pass all elements of the Tuk Tuk training programme
- If you don't pass all elements of the training programme you won't be allowed to drive a Tuk Tuk until your tour Guide / leader is satisfied that you are competent / safe to drive. The tour Guide / leaders decision is final
- You must agree to drive within the 'convoy' of vehicles at all times and to follow rules and regulations laid down by your tour guide / leader with regard to the driving of the vehicles
- You must at all times consider the safety of yourself and other travellers when driving the Tuk Tuk
- You must at all times obey local road traffic rules and regulations, including but not limited to not driving a vehicle whilst under the influence of alcohol or drugs.
- You agree that your tour Guide / leader may decide that you are not a competent / safe driver and in such cases they will be able to ask you to stop driving. This is for the safety of you and other travellers and the tour Guide / leader's decision is final