Booking Conditions

The Nature of the Trips
Tribes specialises in trips run mostly in remote or developing areas. You must be aware of the possible dangers of this type of travel (e.g. limited medical facilities in some areas, mountain and river travel, non standard accommodation), and that conditions can mean a greater risk of discomfort, sickness, theft, natural disaster etc. Standards of health and safety and local regulations are not what we expect in Western Europe. Recommendation or inclusion of an accommodation or service in our brochure, on our website, in an itinerary, or in any other promotional material, does not imply that this accommodation or service has been inspected by us, nor that it conforms to any particular set of health and safety standards. You travel at your own risk, and Tribes is not to be held responsible for any accident to you or your property, unless shown to be as a result of negligence by Tribes. Delays and unexpected cancellations can and do happen, meaning loss of time or changes of plan. Similarly our suppliers may withdraw facilities we have advertised as available without letting us know in advance of your trip. We cannot be held responsible for such situations, nor are we liable for refunds. This is all part of this type of travel. The itineraries shown should be viewed as an aim rather than a definite objective as the need for flexibility is an important part of these trips.

Booking a Trip
In order to book your trip Tribes requires a completed booking form and deposit of £250 per person (or a higher amount when requested) if booking more than 70 days before the start of your trip, and the balance is due no later than 70 days prior to your trip. Full payment is due if you are booking within 70 days of the trip. This may differ for some cruises and trips including certain lodges or at certain times of the year when full payment could be due up to 4 months before the trip. Certain arrangements are booked through overseas suppliers who may require an additional intermediate payment, a larger deposit, or for you to sign their booking conditions. If any of these variations to our standard terms apply to your trip you will be informed at the time of booking and your booking will not be accepted until such time as those terms or conditions have been accepted.
For the purposes of our cancellation policy any extra deposits or intermediate payments will be treated as 'the deposit'.
The person signing the booking form does so on behalf of all persons on the form. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.
The booking is confirmed only when we send written confirmation, at which point the deposit becomes non-refundable and non-transferable. If confirmation is not possible you will be fully refunded. We reserve the right to refuse any booking at our discretion.
If the balance is not paid on time we reserve the right to cancel your booking, retain your deposit, and apply cancellation charges shown below as if you had cancelled the booking.

The price of your Trip
a) Tribes reserves the right to alter the price of any trip shown in our brochure or advertised on our website. You will be advised of the current price of your trip before your contract is confirmed.
b) Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes, or embarkation or disembarkation fees at ports or airports and exchange rates mean that the price of your trip may change after you have booked with us. There will be no changes within 30 days of your departure. Tribes will absorb any increase equivalent to 2% of the price of your trip, excluding any amendment charges. If this means that you have to pay an amount of more than 10% of the price of your trip, you will have the option of accepting another trip if we can offer one (if it is of a lower quality we will refund the difference in price), or to cancel the trip and receive a full refund (less any amendment charges).

If you cancel your booking
If you decide to cancel your booking, this must be done in writing (and sent by recorded or registered mail) by the person who signed the booking form. Cancellations by email will only be accepted if an acknowledgement is returned to you by Tribes. Cancellation charges (shown as a % of the total invoiced price) will be applied based on the date we receive the letter or acknowledge the email.

Days before departure:	Cancellation Charge:
71 or more	Deposit only
70-51	60%
50-0	100%

You are advised to buy cancellation insurance. Should one or more member(s) of a party cancel, it may increase the per-person holiday price of those still travelling.

Altering your booking
Passenger names, date of travel and destination cannot be altered. We will try to assist you if you need to make minor changes to your booked itinerary up to the date when full payment is required, however we will charge a fee of £50 per person plus any additional costs incurred. Any changes made after the date full payment is due will be treated as cancellation and will be liable for the relevant cancellation charges shown above. Minor changes may not be possible. Certain travel arrangements (for example APEX and other restricted flight tickets) may not be changeable after a booking is made without incurring 100% cancellation charges.

If we cancel your booking
We may occasionally have to cancel bookings. This is most likely to be due to lack of numbers. We reserve the right to cancel a trip up to 70 days before departure without compensation. Unless this is due to force majeure (see below), we will offer you either another holiday or refund all monies paid by you. If we have to cancel a trip at shorter notice we will also pay this compensation per person:
42-70 days before departure: £50
29-41 days before departure: £100
0-28 days before departure: £150
We will not be responsible for any loss you incur as a result of our cancellation for services which you have not booked through Tribes. In this respect you should be particularly aware of the risks of booking your own flights for which we take no responsibility. Where cancellation occurs due to force majeure (see below) or lack of numbers, no compensation will be paid and we shall have no further liability to you.

Force majeure
We do not accept any liability for cancellations, changes to your holiday, or the performance of our contractual obligations where these have been affected or prevented by circumstances which amount to Force majeure. These are events which we, or the suppliers of the services affected, could not foresee or avoid even with taking all due care. Force majeure events could include, but are not limited to, war, threats of war, riots, civil strife, natural or industrial disaster, acts of god, fire, terrorist activity, industrial disputes, epidemic or health risk, technical problem to transport, closure or congestion of airports or ports, decisions by governments or national park or similar authorities, changes of schedules or operational decisions of air carriers, adverse weather conditions and similar events beyond the control of the parties.

If we alter your trip
We reserve the right to alter travel arrangements and itineraries at any time. Usually any necessary changes will be minor, in which case Tribes is not liable for compensation.
Unless due to force majeure, if we make a significant change to your trip before full payment is due and you do not wish to accept the new arrangements, you are entitled to cancel the holiday and receive a full trip cost refund. You will also receive compensation for any inconvenience. If the significant change and subsequent cancellation occurs between 55-14 days before departure we shall pay you £30. If it is less than 14 days before departure, the sum will be £50.
Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and will be deemed a minor change. Minor changes also include a change between London airports, a change in flight departure times of less than 12 hours, changes to aircraft type and change to accommodation of equivalent standard.
Cancellations & Amendments note:
If a significant change or cancellation is due to force majeure we regret that no refunds can be made to you (unless we obtain refunds from our suppliers – which we will endeavour to obtain), nor can we pay you compensation nor meet any costs you have incurred. Such expenses may be recoverable from your insurance depending on the circumstance.

Flights
Flight times are provided by airlines and are subject to change because of such matters as air traffic control restrictions, weather conditions, baggage handling delays and technical problems. Flight timings are therefore estimates only and cannot be guaranteed. Tribes Travel Ltd will not be liable if a flight is delayed. Under EU law (Regulation 261/2004) you may have rights to compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details are available from the airline or the Air Transport Users Council (www.auc.org.uk) . Reimbursement in such cases will not entitle you to a refund of your trip cost from us. In the event of a delay airlines generally provide refreshments, meals and accommodation as they deem appropriate. You may also be entitled to claim under the flight delay section of your travel insurance policy.
If a flight is cancelled and the airline offers an alternative flight Tribes will endeavour to amend your itinerary to fit in around the new flight arrangements. However, any services missed will not be refunded and you will be responsible for the costs of any new arrangements made by us or our overseas suppliers on your behalf.
As between you and any individual airlines, the airline's standard conditions of carriage will apply. These may limit or exclude liability in accordance with relevant international conventions.
Loss and delay of baggage is a regular occurrence on international airlines and Tribes does not accept any responsibility for the value of the baggage or the consequences of its loss or delay.
At the time of making your booking flight prices are based on current taxes and known airline fuel surcharges. These taxes may increase by the time the tickets are paid for and issued and this increase in taxes will be passed on to you. (see The Price of your trip above).

Changes during your trip
Occasionally an itinerary may need to be altered during the course of your trip due to force majeure (see previous examples) including acts of God (such as flooding, volcanic eruptions or other natural phenomena). In these circumstances, as with cancelled and delayed flights, Tribes will endeavour to amend your itinerary accordingly. However, any services missed will not be refunded and you will be responsible for the costs of any new arrangements made by us or our overseas suppliers on your behalf.
Special note for Galapagos Cruises:
The boats operating in the Galapagos have a set itinerary that is governed by the local authorities. On occasions the authorities make amendments to the itineraries without notice. Vessels occasionally experience mechanical faults, which necessitate a change to the itinerary or for a substitute vessel to be used. The boat operators will endeavour to offer alternative arrangements but these may not be exactly the same as the pre-booked itinerary in terms of the islands visited, the landing sites mentioned in the itinerary, or the accommodation available on the vessel. For these reasons, amongst others, all the boat operators in the Galapagos reserve the right to make amendments to their published itinerary and to substitute yachts without notice. This is beyond Tribes control and we accept no liability for changes to the itinerary or for the use of substitute vessels.
Special note on room requests:
Occasionally an itinerary refers to a specific room in an accommodation or a specific cabin. Tribes will endeavour to provide the requested accommodation and we are often able to indicate in advance that these have been allocated to you. However, even when we have confirmed the arrangements this is done in good faith but is not a guarantee that the specific room or cabin will be available. Hoteliers and boat operators reserve the right to re-allocate rooms and cabins and this is beyond the control of Tribes. We accept no liability if your specific request is not met other than to refund any difference in value should there be one where the room or cabin provided is in a different price category to the one requested.

Overbooking:
On very rare occasions an accommodation, be it a yacht, lodge, hotel or camp, will make overbookings. If this occurs, and we are not aware of it in adequate time before your departure, Tribes and our local suppliers will make every effort to provide an alternative of a similar and comparable standard if available. If the only alternative accommodation available can be reasonably considered as inferior to the original booking, then Tribes will refund you with any difference in price between the two accommodations and will further compensate you with a sum up to 5% of the original trip price proportional to the number of nights affected. An overbooking is where our immediate supplier has confirmed the accommodation to us and this is subsequently unavailable for any reason; the accommodation cannot be re-booked as there is no longer availability.

Your Responsibilities

Insurance
It is a condition of booking that all persons are adequately insured for the holiday. Travel Insurance should include cover for your baggage, loss of money, cancellation or curtailment, personal accident, medical expenses and costs of repatriation (inc. international medical emergency service and air ambulance service). We strongly recommend you consider using the Campbell Irvine travel insurance policy, which is ideally suited to these holidays, but it is your responsibility to ensure the insurance you arrange is adequate for your requirements. We will require your policy number and the emergency contact number of the insurers so that in the event of a medical emergency we may be able to contact the insurers on your behalf. If, at the time of travel, you have failed to provide us with your insurance details or adequate proof of insurance we reserve the right to refuse you travelling with Tribes and may treat this as a cancellation by you.

Official entry and health requirements
We can offer guidance regarding such matters as visas, vaccination certificates and passport requirements for your trip, but you are ultimately responsible for ensuring that you have correct documentation, and that you take all necessary health precautions before and during your trip. Tribes cannot accept responsibility for any costs caused by non-compliance in this matter which may result in your being unable to travel.

International Driving License
It is your responsibility to ensure that you have the correct driving license documentation for any vehicle you intend to drive whilst on holiday. This should include a photo style license plus any relevant supplementary international or local permit required by the country you are visiting. Tribes cannot accept responsibility for any costs caused by non-compliance in this matter which may result in your being unable to drive.

Joining the trip
You are responsible for getting yourself to the departure point of the trip on time.

Behaviour
The guide or supplier representing Tribes at any point has full authority on the trip. If you commit an illegal act or behave offensively, are under the influence of drugs or alcohol, or act in a way which is detrimental to the safety or welfare of your fellow group members, other holiday makers, or local people, your guide may ask you to leave at any stage. We would no longer be liable for any such person and no refund would be due.

Complaints
If you have cause for complaint on the trip, the guide or local supplier should be told immediately so that they have a chance to remedy the problem. Failure to complain on the spot will mean your ability to claim compensation from us will be extinguished or reduced. If the problem is not solved, write to us within 14 days of the end of the trip detailing the complaint. No complaint will be considered if written notice is not given within this time. We will acknowledge and investigate your complaint, and report to you as soon as possible. Please bear in mind that many of our suppliers' communications can be slow. Disputes which cannot be settled amicably may be referred to the low cost AITO's Independent Dispute Settlement Service (details on request). Claims which exceed £1500 per person or £7,500 per booking form, or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

Children and Infants
The risks of taking children on a trip are entirely the responsibility of the adults accompanying them.

Our Responsibilities
If the contract with you for your trip is not performed or is improperly performed by Tribes or our suppliers we will pay compensation if this has affected the overall enjoyment of the trip. We are not responsible where the failure arises from your own actions or those of a third party not connected with the services we have agreed to provide, or are due to Force Majeure as set out above.

Tribes liability (except in cases involving death injury or illness) shall be limited to a maximum of two times the price you have paid for your trip. Tribes liability will also be limited and subject to:
1. The terms and conditions applicable by our transport suppliers which are incorporated into these conditions; and
2. Any relevant International Convention applicable to travel arrangements including the Montreal Convention (for Air carriage); the Athens Convention (carriage by sea) the Berne Convention (for rail travel) and the Paris Convention (for accommodation). All of these Conventions limit liability and the amount you can recover for death; injury; loss, damage and delay to baggage. Tribes has the benefit of these limitations.

Please note:- (a) The information in our sales literature and website has been compiled with all reasonable care and is accurate to the best of our knowledge. However suppliers in the locations we feature may withdraw advertised facilities (e.g. swimming pool or restaurant) for maintenance or low bookings without advising us of this. If we are advised we will try to let you know if there is time to do so before your departure. Such withdrawals of facilities are minor changes under these conditions. Representations made by our suppliers such as hotels on their own websites are not made on behalf of Tribes and we accept no liability for these.
(b) Where a claim is due to the act or omission of our suppliers or subcontractors, our acceptance of liability is subject to you assigning to us your rights against them, and also cooperating with us in any legal action we wish to take against them
(c) Tribes responsibility is only in respect of the services we are contractually obliged to provide. We are not responsible for the performance of services you may purchase locally, such as excursions, car hire and other activities purchased by you during your trip.

Jurisdiction
All matters concerning the booking are subject to English law and the exclusive jurisdiction of English courts.

Consumer Protection
The air holidays in our printed and online promotional materials are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 5802. 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
All holidays which do not include air travel or are outside the scope of ATOL are protected by our bond with the Association of Independent Tour Operators Trust Ltd.

Tribes Travel Ltd is a company registered in England and Wales with company number 3490816. Registered Office: 12 The Business Centre, Earl Soham, Woodbridge, Suffolk IP13 7SA
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