

BOOKING TERMS & CONDITIONS 2020 - 2021

CONTACT INFORMATION – FNQ NATURE TOURS

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GENERAL BOOKING CONDITIONS

The following terms and conditions apply to bookings carried out by FNQ Nature Tours, except as may be now varied in the booking confirmation issued by FNQ Nature Tours

The traveller and FNQ Nature Tours agree that:

- i. A binding tour contract incorporating these terms and conditions will be formed when FNQ Nature Tours confirms the traveller's booking, which it will do on receipt of the pre-payment or the tour cost (as the case may be);
- ii. Full payment of the tour price is required prior to the commencement of the tour unless otherwise specified;
- iii. Where accommodation is provided it is twin-share, and single occupants must pay a single room supplement;
- iv. A reservation will lapse if the traveller does not pay the deposit or the tour cost by the due date for the relevant payment;
- v. A minimum of 2 travellers is required for a shared tour and FNQ Nature Tours may cancel a tour if that minimum number is not met.
- vi. Where possible, FNQ Nature Tours will accommodate a single traveller by joining them to another tour.
- vii. FNQ Nature Tours reserves the right to notify the traveller of alterations, amendments and cancellations to the tour, in accordance with these terms and conditions;
- viii. With the exception of Wet Season closures (Nov-Feb), tours are carried out daily subject to minimum numbers, availability of transport and accommodation services and guides and FNQ Nature Tours reserves the right to cancel a tour and refund the tour price, or to defer the tour to another day suitable to itself and the traveller, in the event that it is unable to proceed with a booked tour on a particular day or days;
- ix. FNQ Nature Tours reserves the right to substitute vehicles and accommodation with vehicles and accommodation of a similar standard;
- x. Public holiday surcharges are not included and need to be confirmed with FNQ Nature Tours at time of booking;
- xi. The price payable by the traveller is GST inclusive, unless otherwise stated;
- xii. FNQ Nature Tours reserves the right to adjust rates agreed within the contract period in the event of tax alterations imposed by the Federal or State governments;
- xiii. Travellers are bound by these terms and conditions by the booking in their own right or having a booking made on their behalf by another person from the time of booking.
- xiv. Child age is 0-14 years. Family price is inclusive for 2 adults (14-over) and 2 children (0-14 years)

TRAVELLER RESPONSIBILITIES

When making a booking, the traveller:

- i. Accepts the physical risks involved in the tour;
- ii. Must not commence the tour if they are unfit or become unfit to participate in the tour by reason of ill health or injury;
- iii. Is responsible for the safekeeping against loss and protection against damage of all personal effects of the traveller except where items have been deposited into the safekeeping of FNQ Nature Tours;
- iv. Must take out travel insurance covering tour cancellations, inability to travel or continue with the tour (for whatever reason), loss or damage to personal effects, medical, evacuation and repatriation expenses, and accidental death or disability;
- v. Selects appropriate clothing including {walking shoes suitable for uneven terrain, long trousers to protect your legs in the bush, warm jackets to counter the fresh ocean breeze sunscreen and hat}.

FNQ NATURE TOURS RESPONSIBILITIES

In accepting a tour booking FNQ Nature Tours agrees:

- i. That the traveller's pre-payment will be held in trust until after the travel and accommodation services have been provided;
- ii. To maintain liability and indemnity insurance to cover the liabilities of travellers (however, travellers are advised to rely upon their own travel insurance in almost all instances where injury, loss or damage is suffered to themselves or their effects);
- iii. To maintain licences and permits necessary to carry out travel arrangements;
- iv. To ensure personalised service on shared tours by having a maximum ratio of one guide per 12 travellers;

CANCELLATION POLICY

For cancellations made to Private or Group tours, the following penalties apply:

- i. Cancellations received more than 30 days prior to departure – no fee applicable.
- ii. Cancellations received less than 30 days but more than 7 days prior to departure - 25% fee applicable.
- iii. Cancellations received less than 7 days but more than 48 hours prior to departure - 50% fee applicable.

iv. Cancellations received less than 48 hours or for non-appearance to commence the tour – all monies will be forfeited
For cancellations made to Shared Experiences, the following penalties apply:

- i. Cancellations received more than 7 days prior to departure – no fee applicable
- ii. Cancellations received less than 7 days but more than 48 hours prior to departure - 25% fee applicable.
- iii. Less than 48 hours or for non-appearance to commence the tour - all monies will be forfeited

FORCE MAJEURE

'Force Majeure' means (without restriction) any event which FNQ Nature Tours could not, even with due care, foresee or avoid. Force Majeure covers events such as, but not limited to, adverse weather conditions, fire, floods and all similar events beyond our control. In the case of Force Majeure FNQ Nature Tours will not accept liability, and reserves the right to change and cancel trips.

If a Force Majeure circumstance necessitates cancellation of the tour then:

- i. The traveller must rely upon any travel insurance they hold for compensation; and
- ii. Where possible, FNQ Nature Tours will substitute an itinerary with similar experiences.

COMPLAINTS

Traveller complaints will be dealt with as follows:

- i. Travellers should make all complaints directly to FNQ Nature Tours in writing if possible, or verbally, immediately after the event leading to the complaint, to give FNQ Nature Tours the opportunity to investigate or remedy the complaint;
- ii. FNQ Nature Tours will not accept responsibility for complaints received more than 14 days after an event leading to a complaint occurrence.

PAYMENT TERMS

Payments Dates

Full payment must be made 30 days prior to guests' departure date.

For bookings made within 30 days, payment must be made in full unless otherwise specified.

Payment Details

Please make payments to FNQ Nature Tours

Account Name: FNQ Nature Tours

Bank: National Bank Australia

BSB: 084-642

Account Number: 91-413-2325

Booking Reference: Agent/Month

LIABILITY, RESPONSIBILITY, LIMITATION AND JURISDICTION

- i. FNQ Nature Tours is not responsible for the actions, defaults or negligence of any travel or accommodation providers it engages for the purposes of the tour, except where the loss or damage arises from a specific direction given by FNQ Nature Tours to those providers. Travellers should direct all claims to those providers and be aware that they are bound by the conditions of travel or accommodation imposed by those providers.
- ii. The traveller is responsible for all loss or damage arising through his or her own fault.
- iii. FNQ Nature Tours will not be liable for any illness, injury or death sustained on a tour by reason of the traveller's medical condition.
- iv. FNQ Nature Tours will not be responsible for, and the traveller releases FNQ Nature Tours from, any liability arising out of any medical condition suffered by the traveller during the tour or as a consequence of the tour.
- v. The traveller indemnifies and holds harmless FNQ Nature Tours and its officers, employees and suppliers against all actions, proceedings, claims, demands, expenses and costs including legal costs on a full indemnity basis and whether incurred by or awarded against FNQ Nature Tours as a result of, or arising in relation to, whether directly or indirectly, the traveller booking or participating in the tour or any act or omission by the traveller in relation to the tour.
- vi. To the maximum extent permitted by law, all implied conditions and warranties regarding the provision of services by FNQ Nature Tours under these terms and conditions are excluded. FNQ Nature Tours liability in relation to any non-excludable conditions or warranties is limited to FNQ Nature Tours either delivering the services again, or paying the cost of providing similar services again. In any event, FNQ Nature Tours total liability under this Agreement (including for loss or damage to baggage, compensation for distress, disappointment and loss of enjoyment) will be limited to the amount of the tour price actually paid by the traveller to FNQ Nature Tours.
- vii. To the maximum extent permitted by law, FNQ Nature Tours excludes, and the traveller releases FNQ Nature Tours from all other liability, including without limitation any consequential or special damages or costs, arising directly or indirectly from or in relation to the services provided in accordance with these terms and conditions.
- viii. Any booking shall be subject to and construed in accordance with the laws in force in Queensland and the parties agree to submit to the jurisdiction of the courts of Queensland.