Booking Terms and Conditions FNE

Children Policy

Children & minors under the age of 14 must be accompanied by a legal guardian. If required baby car seats can be provided at an extra charge. All minors that are under the age of 2-years old are free, but any extra charges accumulated throughout the tour will have to be covered by the responsible entity undertaking the booking.

2 years

Itinerary Times & Vehicles

Approximate pick-up and scheduled times are only a guide, certain circumstances can alter these times. Far North Escapes has the right to substitute vessels, vehicles or change itineraries, or accommodations due to weather conditions, availability, mechanical failure, or the like.

Liabilities & Amendment Fees

If an event occurs that is outside of our control and not reasonably foreseeable or preventable by our business and this event leads to the suspension or cancellation of your tour booking, we will provide you with a credit voucher equal to the value of the monies paid for that booking. This voucher will be valid for a period of 24 months from your original tour departure date and can be used for any Far North Escapes travel experience. Amendment fees from any third parties who are supplying components of the booking (for example hotels or attractions) may apply.

All passengers who cancel will be advised to contact their booking agent to see if they are eligible for a refund. Any passengers booked directly that are eligible for a refund will be processed within 5 days. Far North Escapes highly advice's all visitors to have travel insurance for these unforeseen circumstances.

Payment Receipt & Tour Vouchers

You will receive a payment receipt email shortly after payment has been processed prior to Far North Escapes tour commencement. This is not a confirmed travel voucher. Your vouchers for day tours will be emailed to you within 48 hours of booking, in the case of overnight tours and packages, or charter bookings or during peak seasons this may take up to 7 days. Receipts/Vouchers will be sent via email, which will have a QR code for yourself to be presented to tour and accommodation companies/suppliers on the day of travel and/or arrival. Upon booking a copy of your voucher will also be sent to the operator. Please contact Far North Escapes if you have not received your voucher.

Deposit Policy

Deposits To confirm a multi-day tour booking, payment must be made at the time of making the reservation. A Deposit time of booking by direct deposit or credit card will be 25% of the tour fare per person.

Cancellation Policy:

GUEST CANCELLATIONS If you cancel your booking with us, you must notify us in writing or by email at tobookings@farnorthescapes.com and pay a cancellation fee in the amount set out below. If payment is not received by the due date notified, Far North Escapes reserves the right to cancel the booking. Far North Escapes recommends Travel Insurance to help you in the event of unforeseen circumstances that may result in you being unable to travel in order to recover the operator's cancellation policy penalties.

One-Day Tours:

- •25% cancellation fee 14 days or more prior to departure
- •25% cancellation fee 7-13 days prior to departure
- •100% cancellation fee 5 days prior to departure

Multi-Day Tours:

- •25% cancellation fee 30 days or more prior to departure
- •50% cancellation fee 29 15 days prior to departure
- •100% cancellation fee 14 days prior to departure

Special cancellation terms apply to the tours listed below:

Cape York Tours:

- •25% cancellation fee 60 days or more prior to departure
- •50% cancellation fee 59 30 days prior to departure
- •100% cancellation fee 29 days prior to departure

Tableland Tours:

- •25% cancellation fee 60 days or more prior to departure
- •50% cancellation fee 59 30 days prior to departure
- •100% cancellation fee 29 days prior to departure

Transfer of Tour Dates

Should you wish to transfer to another of our tours, a handling fee of \$120 may be charged. No cancellation fee will apply unless the tour is changed inside the full payment period; inside this period, changing dates is the same as cancelling your tour and the cancellation fee will be imposed.

Unused Tour Sectors

If a passenger fails to join a tour as booked or joins in after the tour has departed, or departs prior to the completion of the tour, no refund will be made for any portion of the tour including food, excursions, accommodation, etc., that are not used or undertaken.

Payment Options

Payments are accepted by credit cards, Visa, MasterCard, direct deposit or AMEX. All payments are only accepted in AUS dollars. Payment by credit card will incur a surcharge to offset our cost of acceptance of payment by credit card. The surcharge varies depending on credit card type, it is your responsibility to advise the correct credit card type to ensure that the appropriate surcharge is applied. We accept no responsibility for an inappropriate surcharge being applied if the correct card type has not been advised, and the surcharge applied shall not be refundable. You authorise us to charge all monies payable by you in relation to any booking we make on your behalf or other services we have procured or provided to the credit card or debit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand.

Direct Deposit Details Account Name: DGBR Tours

BSB: 084-004

Account Number: 412731811

Covid Policy

Please be aware that all tours and accommodation options listed are subject to the Qld government' latest COVID health advice and regulations. These can and do change with the current pandemic situation. Please refer to the Qld Government Health site for any information relevant to you. The responsibility to follow all Qld Health directives on such things as border regulations, interstate hot spots and vaccine passports/requirements is yours -please refer to the Qld Government Health site for the latest information. Escapes'

Images Policy

All images on this site at <u>www.farnorthescapes.com.au</u> are copyrighted to the individual company represented, no images are to be used for any purpose unless being used to promote this site or the area of Cairns and a link provided back to this site.

Testimonial Policy

Far North Escapes reserves the right to publish to any testimonial feedback mail on our website unless specifically stated by the author not to do so. Any email address and/or surname will be hidden from view.

Website Policy

All information on the Far North Escapes website is deemed to be true and correct and is given in good faith however if there is anything on this website that you believe is inaccurate, please contact us so it can be rectified if necessary.

Rates & Charges

Rates quoted are in Australian dollars and are subject to change at any time. Rates are inclusive of GST where applicable. Any verbal quote given is an estimate only of price, which will be subject to written advice on confirmation of the booking. Minimum length of stay restrictions applies to certain rates during special event periods. The price of your accommodation cannot be guaranteed until a deposit is received or a valid credit card is provided at the time of the booking.

Pets

No pets are permitted on any tours, only service dogs may accompany tour guests.

Personal belongings

You acknowledge that we do not cover your personal belongings under our insurance policy and therefore take no responsibility for any loss or damage of the occupant's personal property left on the premises and agree that you will not make any claim against us for any damages or loss to your personal belongings regardless of how or where the loss or damage occurred.

Number of guests

At no time during your booking is the number of pre-booked guests staying or touring is to exceed the number booked, unless prior approval is sought and given by management.

Supplier Cancellation:

- a. Far North Escapes acts as an intermediary between passengers and various suppliers, such as hotels, airlines, transportation providers, and tour operators, to arrange and coordinate travel services.
- b. While we make every effort to ensure the reliability and quality of our suppliers, there may be circumstances beyond our control that result in supplier cancellations, modifications, or changes to the agreed-upon services.
- c. In the event of a supplier cancellation, Far North Escapes will make reasonable efforts to arrange suitable alternatives or substitutes for the affected services, depending on availability and feasibility.
- d. Far North Escapes shall not be held liable for any costs, damages, or losses incurred by passengers as a result of supplier cancellations, modifications, or changes.

Alternative Arrangements:

- a. In the event of a supplier cancellation, Far North Escapes will work diligently to arrange suitable alternative arrangements, taking into account the original itinerary and preferences of the passengers.
- b. Any additional costs associated with alternative arrangements, including but not limited to transportation, accommodations, meals, or activities, shall be the responsibility of the passengers.

Passenger Responsibility:

- a. Passengers are responsible for understanding and acknowledging that supplier cancellations may occur due to reasons beyond Far North Escapes's control, including but not limited to weather conditions, strikes, natural disasters, or other unforeseen circumstances.
- b. Passengers are advised to review and comply with the terms and conditions set forth by individual suppliers regarding cancellations, refunds, and modifications.
- c. Far North Escapes shall not be held liable for any costs, damages, or losses incurred by passengers as a result of supplier cancellations.

Dispute Resolution

Should any dispute arise between Far North Escapes and a Passenger, the parties agree that formal proceedings in a Court or Tribunal will not commence until after the following process has been followed: • A party provides written notice specifying the nature of the dispute ("the notice").

- The parties will in good faith attempt to resolve the dispute.
- If the dispute is not resolved within 7 days of receipt of the notice, the parties agree to refer the dispute to mediation administered by the Australian Disputes Centre and conducted in accordance with the ADC Guidelines for Commercial Mediation.
- If there is no resolution to the dispute at the expiration of 30 days from the receipt of the notice, formal proceedings may be commenced.

Authority to Remove or Refuse Participants

In the sole discretion of Far North Escapes or Tour Guide or, Far North Escapes may refuse may require you to leave the tour or disembark if it is reasonably believed that you

- are dangerous to others or to yourself;
- have engaged in, are engaged in, or are threatening to engage in behaviour that may adversely affect the safety, security, comfort, enjoyment, or well-being of other participants, suppliers (including Service Providers), The Far North Escapes Tour guides, including, but not limited to, behaviour that is disruptive, verbally abusive, physically abusive, obnoxious, harassing, discriminatory, or obscene;
- have failed or refused to follow, or are failing or refusing to follow Far North Escapes rules and procedures or the instructions of the Far North Escapes Tour guide.

In the event you are removed, you may be left at any city or place the vehicle stops at or calls without any liability to Far North

Escapes or its representatives. Far North Escapes shall not be required to refund any portion of the fare paid by you if you are removed pursuant to this section. In the event you are removed, The Far North Escapes will not be responsible for expenses for lodging, medical care, meals, transportation, or any other expenses incurred by you. We shall be entitled to recover from you any costs or expenses incurred by Far North Escapes or its representatives, in your removal or the exercise or enforcement of this clause.

Luggage Limits

Each Passenger is entitled to take one medium size suitcase or soft bag weighing no more than 15 kg. The sum of each case's width, length and depth is not to exceed 150cm. Passengers may also take on board the coach one hand luggage item to be stored in the overhead luggage racks. The weight of hand luggage is not to exceed 3 kg per person.

Please note that Luggage limits are enforced on every tour. Passengers will be asked to leave their excess baggage behind in the event that the weight of the luggage exceeds our limits. The luggage is entirely at the passenger's risk during the tour.

Overweight Luggage Charges:

- a. Passengers are responsible for complying with the luggage weight restrictions set by the airline(s) or transportation provider(s) associated with their tour.
- b. If a passenger's luggage exceeds the allowed weight limit, an overweight luggage charge will apply as specified by the airline(s) or transportation provider(s).
- c. The overweight luggage charge will be communicated to the passenger prior to departure or at the time of check-in.d. The overweight luggage charge is the sole responsibility of the passenger and must be paid directly to the airline(s) or transportation provider(s) at the time of occurrence.

Agent Bookings:

- a. In the case of bookings made through travel agents or third-party agents, the overweight luggage charge will be billed directly to the agent.
- b. The agent is responsible for communicating the overweight luggage charges to the passenger at the time of booking or prior to departure.
- c. The agent will be invoiced for the overweight luggage charges by Far North Escapes and must settle the payment within the agreed-upon timeframe.

Passenger Responsibility:

- a. Passengers are responsible for ensuring that their luggage meets the weight restrictions set by the airline(s) or transportation provider(s) for the duration of the tour.
- b. It is the passenger's obligation to pack within the weight limits and to distribute the weight of their luggage accordingly.
- c. Far North Escapes shall not be held liable for any overweight luggage charges incurred by passengers.

Flight Cancellation:

- a. Far North Escapes utilizes flights as part of its tour itineraries. While we strive to provide a seamless travel experience, flight cancellations may occur due to factors beyond our control, such as weather conditions, airline schedule changes, or unforeseen circumstances.
- b. In the event of a flight cancellation, Far North Escapes will make reasonable efforts to assist passengers in arranging alternative flights to continue their tour.
- c. Far North Escapes is not liable for any costs associated with flight cancellations, including but not limited to expenses incurred due to missed connections, accommodations, meals, or transportation.
- d. Passengers are responsible for any additional costs or expenses resulting from flight cancellations.

Travel Insurance:

- a. Far North Escapes strongly recommends that all passengers obtain comprehensive travel insurance that includes coverage for flight cancellations, trip interruptions, and related expenses.
- b. It is the passenger's responsibility to ensure that their travel insurance policy covers flight cancellations and provides adequate coverage for their specific needs.
- c. In case of a flight cancellation, passengers should contact their travel insurance provider to initiate a claim for reimbursement of expenses.
- d. Far North Escapes will assist passengers in providing necessary documentation for insurance claims, such as tour itineraries, flight details, and any other relevant information upon request.

Passenger Responsibility:

- a. Passengers are responsible for reviewing and understanding the terms and conditions of their travel insurance policy.
- b. It is the passenger's responsibility to ensure that their travel insurance coverage is valid and provides adequate protection for their specific travel requirements.
- c. Far North Escapes shall not be held liable for any expenses or losses incurred by passengers as a result of flight cancellations or inadequate travel insurance coverage.

Agency Tour Bookings

Far North Escapes can act as an agent on behalf of tour operators (the Tour Operator) in the provision of some tour booking services (the Agent Tour Booking Service). Agency tours are ultimately fulfilled by the applicable Tour Operator according to their terms & conditions in addition to Far North Escapes standard terms & conditions. Should Far North Escapes' terms & conditions conflict with those of the Tour Operator, Far North Escapes' terms & conditions will apply. You acknowledge that any agency tour booking is separate from any other booking with Far North Escapes, regardless of whether purchased with regards to the same travel journey. Different terms will apply to different tours and any other booked components. The applicable supplier will be described in the product description. If no Tour Operator is named, the tour booking will be delivered by Far North Escapes Far North Escapes standard terms & conditions will apply. The operation of the tour is entirely the responsibility of the Tour Operator and Far North Escapes will not be responsible for any loss resulting from the customer's booking of or participation in that tour. You acknowledge that, as agent, any payments made to Far North Escapes includes payments for the Tour Operator in return for the tour as well as for Far North Escapes for the provision of the Agent Tour Booking Service.

Breach of Terms & Conditions

You agree that, should you or your guests breach any of the terms and conditions:

You will pay to us the total loss or damage that we suffer as a result of that breach and hereby authorise us to debit your credit card or apply your refundable deposit in payment of that loss or damage and we may evict you and your guests without notice.

PAYMENT OF DEPOSIT OR FULL PAYMENT CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS

The terms and conditions of booking are subject to change without notice.