

TERMS & CONDITIONS - OUR CONTRACT

By booking a trip with us you have agreed to be bound by the terms and conditions set out in:

- (a) These Booking Conditions; and
- (b) Essential Trip Information that applies to your trip.
(which constitutes the entire agreement between you and us).

Your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

DEPOSIT AND FINAL PAYMENTS

A deposit is required to make a booking. All deposits are non-refundable.
Full payment must be paid at 60 days prior to departure.

CANCELLATIONS BY YOU

If cancelled between 61+ days before departure, tour cost less deposit will be reimbursed.
If cancelled between 31- 60 days, before departure, 50% of the Tour cost will be reimbursed.
Cancellations received 30 days and less to departure, full tour cost forfeited. We highly recommend travel insurance. Cancellations whilst on tour or departing Tour early for any reason will not be reimbursed for the remaining of the tour missed, the whole amount is forfeited.
Travel Insurance is highly recommended.
All expenses incurred whilst on tour to exit or leave the Tour early are payable by you.

CANCELLATIONS BY US

The tour operator Reserves the right, at their discretion, to offer a rebooking/transfer option to a later tour date if a minimum number of people is not met. (extremely unlikely)
The tour operator reserves the right to change or alter any whole or part thereof, the date, itinerary, catering, or cancellation of the whole tour pending minimum numbers. Weather, road conditions, breakdowns, mechanical conditions, or any other unforeseen circumstances prevailing at the time of the trip. All efforts will be made to avoid any of these situations. We cannot guarantee arrival or departure times. For tours with 3 or less vehicles, only one tour vehicle may conduct the tour. Maximum vehicle numbers apply.

COVID

The tour operator Reserves the right, at their discretion, to offer a rebooking/transfer option to a later tour date or refunds, only if COVID 19 State Border Closures are enforced at the time of a tour you are booked on.

UNUSED TOUR SECTORS

For any reason if Tag Along/Ride Along customers join in after the tour begins, or leaves before end of tour date, no refunds will be given to all our ongoing associated costs unused food, camping fees, park permits. All expenses and Costs associated with joining late/ leaving early is the responsibility of the customer.

YOUR DETAILS

For us to confirm your travel arrangements, you must provide all requested details with the balance of the trip price. Necessary details vary by trip; they include but are not limited to full name as per drivers' licence, date of birth, nationality, and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements.

BELONGINGS

The tour operator are not responsible or liable for loss, damage or theft of luggage or personal belongings whatsoever, or for personal injury, sickness, or medical costs. We are not responsible for vehicle safety, accidents or assisted maintenance or repairs on vehicles carried out by us to assist you.

INCLUSIONS

The price of your Tag Along Tour includes:
Ferry fee's, camp fee's, national park fee's, Mossman Gorge Tour, Selected Meals as per Itinerary
The price of your Ride Along Tour includes:
Ferry fee's, camp fee's, national park fee's, Mossman Gorge Tour, All meals & camping equipment

EXCLUSIONS

The price of your Tag Along Tour does not include:
Fuel, Camping Equipment, Cooking Equipment, Add on Tours, Repairs or Breakdowns, Snacks or Drinks, Transfers, Personal or Travel insurances & Medications.
The price of your Ride Along Tour does not include:
Add on Tours, Snacks or Drinks Transfers, Personal or Travel insurances & Medications, personal toiletries.

AGE AND HEALTH REQUIREMENTS

Minimum Age:
All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18's day to day care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority.
Maximum Age:
For the majority of our trips, we have no upper age limit though we remind you that our trips can be physically demanding, and passengers must ensure that they are suitably fit to allow full participation. We can provide details 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.

TRAVEL INSURANCE

Travel insurance is encouraged for all our travellers and should be taken out at the time of booking.

CHANGE OF ITINERARY

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries and amenities may be subject to alteration without prior notice due to local circumstances or events.

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change, we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative trip offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or a Force Majeure Event. In such emergency circumstances, the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itineraries including but not limited to non-refundable flights.

AUTHORITY ON TOUR

Our trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws of the state we are in.

ACCEPTANCE OF RISK

You acknowledge that the nature of the trip may be adventurous and participation involves a degree of personal risk. You acknowledge that you are choosing to travel at a time where you may be exposed to the COVID-19 virus. We will take all reasonable steps to ensure your safety and may require you to follow additional safety protocols on your trip. However, it is also your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel. To the fullest extent permitted by law, we accept no liability in relation to these additional risks.

LIABILITY AND SERVICE GUARANTEE

Our services which include our trips ("Services") may come with guarantees that cannot be excluded under Australian Consumer Law.

"Australian Consumer Law" means the uniform consumer protection law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (the CCA).

17.1 To the maximum extent permitted by law (including the CCA) we exclude all liability whatsoever to you or any other person (whether in contract tort or otherwise) for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by or on behalf of us in connection with the Services or any other matter or thing relating to these Booking Conditions except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct. This clause does not limit or exclude your rights under the CCA.

17.2 (Limitation of Liability) Where the law implies a warranty into these Booking Conditions which may not lawfully be excluded (in particular warranties under the CCA) our liability for breach of such a warranty will be limited to either supplying the Services again or payment of the cost of having the services supplied again.

17.3 (Indemnity) You indemnify us (and all of our officers, employees, contractors and agents) against all losses, claims actions, proceedings, damages, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with:

(a) your access or use of the Services, this includes your delegate's access or use of the Services; and

(b) any breach by you (or your delegate) of:

(i) these Booking Conditions; or

(ii) any additional terms applicable to providing the Services,

except to the extent that such loss or damage as a direct result of our fraud or wilful misconduct.

17.4 (Vicarious liability) We shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment.

Optional activities: Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance, recommendations or advice given by your group leader or local representative in arranging optional activities (including before or after a trip) does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

Claims & complaints: If you have a complaint about your trip please inform your group leader or our local representative at the time so that they can attempt to rectify the matter. If you believe that your complaint has not been resolved through these means, then any further complaint should be put in writing to us within 30 days of the end of the trip through our webpage.

Severability: In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

Applicable law: The laws of Queensland, Australia govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Queensland, Australia.