



## BOOKING TERMS & CONDITIONS

These Booking Terms & Conditions contain important information. It is essential that you read them carefully and understand them.

Thank you for using Ingan Pty Ltd ACN 151 929 314 (Ingan Tours). Our services are provided to you subject to these terms and conditions. These terms and conditions can only be amended in writing by Ingan Tours. They are incapable of amendment or waiver by an employee, agent or representative of Ingan Tours or by any other supplier. These terms and conditions are to be read in conjunction with the Terms and Conditions (Participants) both of which govern your participation in the tour.

References in these terms and conditions to Ingan Tours includes (where the context permits) our employees, agents, contractors and suppliers and these terms and conditions (including exclusions from liability) apply to their benefit.

### Bookings & Payments

To make a booking:

- (i) Complete a booking form which can be downloaded from our website [www.ingan.com.au](http://www.ingan.com.au)  
Please fax your completed booking form to our Tully Office on

07 4068 3082

Or

- (ii) Contact our office on 1300 728 067

A non refundable deposit of 20% of the package or tour price is required at the time of booking.

**IMPORTANT:** Final payment of the full package price for Ingan Packages is due and payable no less than 60 days prior to departure date. Final payment of the full tour price for Ingan Day Tours is due and payable no less than 48 hours prior to departure date.

We reserve the right to cancel your booking should the full amount not be paid in time. For Credit Card payment please [contact us](#). We only accept Visa or Mastercard and a 4% levy will be added for card processing fee.

Please [contact us](#) regarding direct deposit details. A bank service charge may apply and must be paid at the time of deposit.

Where possible we will endeavour to accept bookings for Ingan Packages within 30 days and Ingan Day Tours within 24 hours prior to departure date however for these bookings full payment is required and **no refunds** will apply.

## Cancellation & Booking Conditions

If you wish to cancel your booking you must notify Ingan Tours immediately in writing. Notification will take effect once it is received by Ingan Tours. Any cancellation may be subject to penalties as set out below.

<b>Cancellation Date</b>	<b>Penalty</b>
<b><u>Ingan Packages</u></b>	
More than 60 days prior to departure date	no penalty
60 to 30 days prior to departure date	20% of full package price may be retained by Ingan Tours
Less than 30 days prior to departure date	100% of full package price may be retained by Ingan Tours (no refund)
Failure to depart on tour	100% of full package price may be retained by Ingan Tours (no refund)
Leaving during tour	100% of full package price may be retained by Ingan Tours (no refund)
<b><u>Ingan Day Tours</u></b>	
More than 24 hours prior to departure date	no penalty
Between 48 hours and 24 hours prior to Departure date	20% of full tour price may be retained by Ingan Tours
Less than 24 hours prior to departure date	100% of full tour price may be retained by Ingan Tours (no refund)
Failure to depart on tour	100% of full tour price may be retained by Ingan Tours (no refund)
Leaving during tour	100% of full tour price may be retained by Ingan Tours (no refund)

Additionally, some hotels and local tour operators have their own cancellation policies which may also apply. Please refer to their full terms and conditions by contacting them direct or go to the relevant websites for further information.

## Amendments or Changes to Bookings

If you want to change any details of your booking, you must contact Ingan Tours direct on 1300 728 067 or email [sonya@ingan.com.au](mailto:sonya@ingan.com.au) . We will do our best to assist you but cannot guarantee that changes can be made. All amendments are subject to availability.

Amendments or changes will attract an administration fee of \$25. Administration fee is in addition to the Cancellation or Amendment fee of any third party Service Provider/Operator.

## Tour and Package Prices

Tour and package prices are valid from 1/04/12 – 31/03/13

All payments required are per person per package or tour.

Accommodation is as indicated in each itinerary, based on either twin share or double rooms (or tents where applicable). A single room supplement charge will be payable by clients who do not have another tour participant to share accommodation with.

Meals are as indicated in each itinerary.

Arrival and departure transfers and all other land transport costs are as indicated in itinerary.

Entrance fees to National Parks, and all other applicable fees and taxes are as indicated in itinerary – except fees involving skydiving and white water rafting, these fees or levy's are payable direct to the operator on the day of your tour.

We reserve the right to revise tour and package prices at any time.

Where any item cost is not specified in the itinerary then it will be an additional cost to the Tour or Package Price.

## Travel Insurance

Participants must have adequate travel insurance. If your trip includes 'adventure activities' this insurance must cover death, personal accident, medical expenses, air ambulance, air rescue, loss of effects, repatriation costs, and all other expenses which may arise as a result of death, loss, damage, injury, delay, inconvenience occurring to the participant. When obtaining travel insurance, the participant must inform the insurer of the type of travel to be undertaken, especially when "adventure activities" are included in the package or tour. It is also highly recommended that all passengers take out trip cancellation insurance to cover any possible losses incurred by the mishaps of chance.

## Passports

For participants travelling to Australia, please make sure that your passport is still valid, and will remain valid 6 month after your arrival in Australia. Some nationalities are required to obtain a visa. Please consult with your local embassy. If you are required to obtain a visa you should apply way ahead of your journey.

## Health & Fitness

It is the responsibility of each participant to choose a program appropriate to his or her health and fitness level. If you suffer from any known medical conditions you must let us know in advance. Please ensure that you carry with you sufficient supplies of any medications you may require even if you don't use them regularly. Also, if you wear glasses it is a good idea to have a second pair with you. Our package and tour prices do not include travel or medical insurance so please make sure you are adequately covered. You might also want to consider trip cancellation insurance. Please consult with your health care advisor about any medical issues concerning your trip, including vaccination advice and malaria precautions.

Ingan Tours is not liable for the sickness or injury of any tour participant. By making a booking you warrant to us that you do not have any pre-existing medical condition or disability which will impact on or prevent you from participating in or completing a package or tour. It is your responsibility to ensure that you are medically capable of completing a package or tour.

You acknowledge that tours are carried out in areas with limited medical services. You hereby authorise Ingan Tours to take such action as is necessary (but without any obligation on Ingan Tours to do so) for the provision of medical services at your cost including but not limited to the arrangement of any medical evacuation service by air or road, the attendance of any nurse, doctor, paramedic or ambulance officer and any necessary hospital service. You must pay on time the costs of those services to the provider of those services or reimburse Ingan Tours within seven (7) days of demand.

You are not entitled to any refund for any part of a package or tour that you missed due to sickness, illness or injury or due to other circumstances outside the control of Ingan Tours.

## Children

A legal guardian must accompany all travellers under the age of sixteen. If you have a question regarding age and suitability, please [contact us](#) for further information.

## Client Responsibility

Participants are responsible for selecting a program appropriate to their abilities and interests. In order to assist you with a suitable itinerary we are happy to discuss in detail the package or tour you are interested in. Participants are held responsible for being in good health to undertake the tour and also for preparing for the tour by studying the itinerary and any pre-departure information supplied, and for bringing the appropriate clothing, equipment and personal documentation as advised therein.

## Publicity

You give permission for Ingan Tours to use images (including still and video) of you taken during the trip without recourse to you and without compensation to you, for publicity and promotion purposes only through whatever medium it chooses.

## Acknowledgments

Travelling with Ingan Tours requires a degree of flexibility, good humour and an understanding that modes of transport, accommodation and itineraries may change, even after the tour has commenced, without prior notice due to circumstances beyond our control or when we deem it to be necessary such as flight delay, cancellation or postponement due to notorious weather in North Queensland regions or other unpredictable circumstances such as landslides, road blockages, floods, political unrest or delay of arrival etc. Accordingly, we reserve the right to amend, vary, re-route or cancel our packages and tours and we cannot guarantee exact arrival or departure times. Packages and tours may not proceed (in our discretion) if minimum numbers are not achieved. We will advise participants as soon as possible if packages or tours don't proceed under this clause.

You acknowledge and agree that participation in our packages and tours is voluntary and no pets are permitted on our packages or tours.

You must comply with our directions and advice while undertaking the package or tour and for matters related to the package or tour. You must also comply with all laws and legal requirements while participating in the package or tour.

You acknowledge that participation in our packages and tours involves group interaction with other participants and Ingan Tours. You agree to at all time act decently and with respect to other participants and Ingan Tours. You must not cause or create any nuisance to other participants, Ingan Tours or the general public and must treat the environment with respect.

We may cancel your participation in a package or tour at any time without any liability if you breach any of these terms and conditions or if there are reasonable grounds for us to do so.

## Privacy

In order to collect information from you to making a booking through Ingan Tours we may ask many questions to obtain the necessary permits etc. No private or personal information that you supply to us when making a booking will be disclosed for any other purpose.

## Risk & Liabilities

We are committed to providing the best services which will give you a once in a lifetime journey. We perform our duties honestly and ethically and with regard to the environment and others. However, the entire program "Ingan Tours" is conducted strictly under the rules and regulation of our own policies.

You release Ingan Tours from all claims and liabilities arising out of or relating to your participation in a package or tour including (but not limited to) actions (or inactions) of Ingan Tours undertaken pursuant to these terms and conditions and including those caused or contributed to by third parties including suppliers to Ingan Tours and other participants on the package or tour. For the purpose of this clause "claims" means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgment, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise.

You indemnify Ingan Tours for any loss suffered by it and against all claims (as defined in the preceding paragraph) and liabilities arising out of or related to your participation in the package or tour and any breach by you of these terms.

Ingan Tours may suspend its obligations under these terms and conditions if its ability to perform is effected by circumstances outside its control including cyclones, storms, fires, earthquakes, explosions, embargos, government directives, or any law or regulation, litigation or labour dispute, act of god (such as flood) or terrorism or any other cause which is beyond our reasonable control.

Unless required by law or otherwise expressly agreed in writing by Ingan Tours no refunds are payable and no claims may be made if you do not complete a package or tour regardless of the reason. You acknowledge that you cannot claim compensation or seek damages if Ingan Tours exercises any of the rights conferred on it by these terms and conditions unless these terms and conditions expressly provide otherwise.

## Our Responsible Tourism Policy

Ingan Tours are re-inventing tourism for the benefit of local people, tourists, environment and the tourism industry at large. We ask that you read our [Responsible Travel and Ethnic Tourism Policy](#) in detail before you book your package or tour with us, as we expect that you will adhere to this policy while travelling with us.

## Complaints

Should you have a complaint about the trip or tour please make it known to a tour leader or guide at the earliest opportunity who will take the appropriate action. We welcome your feedback and strive for continued improvements.

## Voucher Redemption

1. Print your voucher; locate the voucher in your travel confirmation email.
2. Follow the redemption instructions on your voucher; it is critical to do this before you depart.
3. Take all vouchers with you; you must redeem one voucher per person.

### How to redeem your voucher(s):

Reservation confirmation is required. Please call Ingan Tours on 1300 728 067 to make a reservation for a specific tour date and time. Upon arrival at your destination (Mission Beach/Tully), call 24 hours in advance of tour time to confirm pick-up. Tour itinerary, prices, and fees are subject to change without notice. Present voucher(s) and photo ID at time of tour check in/pick up from your accommodation house.

## Terms and Conditions (Participants)

Participation in our Tours is subject to our Terms and Conditions (Participants). Participation in our Tours is conditional on participants reading, understanding and signing the Terms and Conditions (Participants) before undertaking a Tour and we reserve the right to not permit participants to take part in a Tour unless this requirement is fulfilled.

## General

Our legal relationship (including this agreement) is governed by and construed in accord with the laws of the State of Queensland, Australia.