INSIGHT AUSTRALIA TRAVEL

THE TAILOR-MADE GROUPS SPECIALISTS

Terms & Conditions for Australian Geographic - Frogmouths and Sandpipers

Please read these bookings terms and conditions carefully as they contain important information about your agreement with Insight Australia Travel.

By paying the initial booking deposit, the Client acknowledges having read, understood and agreed to these booking terms and conditions, which make up the contract between you and Insight Australia Travel.

1. Terms

"IAT" refers to Insight Australia Travel (ABN 97 260 935 766)
"Client" refers to the person(s) or company making the booking with IAT.
"Supplier/s" refers to service providers engaged by IAT to provide the various components of the booking.

2. Prices

All prices are quoted in Australian dollars and include GST (currently 10%).

IAT reserves the right to adjust the costs mentioned in the confirmation should the GST change or should government at any level in Australia introduce new taxes, rates, levys' or charges which may affect the costs during the time of travel.

Prices are valid only for the dates set out in the itinerary. Unless stated otherwise, prices are quoted on a per person double occupancy / twin share basis. Half twin shares are on a request basis and only offered if there is a suitable match of the same sex on tour. If there is no suitable match available for a half twin share, a single supplement will be payable. Unless stated otherwise in the itinerary, prices exclude air travel.

IAT reserves the right to requote on alternative accommodation and services if rooms/services become unavailable due to unforeseen circumstances.

IAT will use all reasonable efforts to maintain costs as quoted at the time of booking, however IAT reserves the right to pass on as a surcharge any cost increase due to circumstances beyond its control

3. Concessions

Concessions do not apply.

4. Deposits

A $200 per person deposit* is required to confirm the booking.
By paying the required deposit per person per tour the Client acknowledges having read, understood and accepted these Booking Conditions.
**Deposit payments are only refundable in the instance where government-imposed COVID-19 travel restrictions prevent the tour from going ahead.*

5. Payment

Full balance payment must be received at least 46 days prior to the scheduled departure day.

Payment in Australian Dollars should be made to the IAT nominated bank account provided.

6. Cancellations by the Client

All cancellations must be received in writing. Action of cancellations and/or amendments is based on Australian time and during office hours (Monday to Friday 09.00-17.00 hrs).

Cancellation charges apply as follows:
- cancellations made up to 45 days before tour start - loss of deposit.
- cancellations made 44 to 30 days before tour start - loss of 30% of total tour cost.
- cancellations made 29 to 10 days before tour start - loss of 50% of total tour cost.
- cancellations made 9 to 0 days before tour start - no refund.

COVID-19 Exceptions:
If the Client cannot travel to Victoria due to border restrictions in Victoria or their home State, they will be offered an alternative departure date or funds paid to be held in credit for a future Frogmouths and Sandpipers Tour.

7. Cancellation by Insight Australia Travel – Force Majeure

IAT requires a minimum of four (4) fully paid Clients per departure to guarantee the Frogmouths and Sandpipers tour. If minimum numbers are not reached by 48 days before tour departure, the Client will be offered an alternative tour date or a full refund of deposits paid.

If IAT is affected by a Force Majeure (including but not limited to Acts of God, explosion, flood, tempest, fire, war, sabotage, terrorism, civil disturbance, sickness, epidemic, pandemic, weather conditions, government or third party intervention) an IAT representative will notify the Client as soon as reasonably practicable of the nature and extent thereof. IAT will not be liable to the Client or any other person, by reason of delayed or non-performance of any of its obligations due to a Force Majeure Event.

If any COVID-related travel restrictions are in place that may impact the ability to operate this tour, IAT will make a final review 21 days prior to the scheduled tour departure date. If travel is not possible at that time, IAT will cancel the departure and either hold payments received in credit to be applied to a future travel date or provide a full refund.

8. Amendments

Should the COVID 19 pandemic, weather conditions or operational requirements necessitate an alteration or postponement of the itinerary (or any of its inclusions), IAT reserves the right to amend the accommodation and or service providers as necessary. The Client will be advised of any changes to the proposed itinerary or inclusions at the time of booking, or as soon as reasonably practicable.

This itinerary is subject to change without notice and is dependent on weather, road and sea conditions, fire and on the regulatory requirements of Government(s) and/or its Agencies eg, National Parks Service. Activities may also be modified or curtailed dependent on the health of participants and the ability or otherwise of sub-contractors to provide activities. We will not provide compensation to participants who are unable to undertake activities described in this itinerary or who become injured or sick during the journey. Nor will the contractor reimburse monies for any activities that are modified or cancelled as a result of all or any of the above. The same proviso is in place if, due to vehicle or boat breakdown or for any other reason, we are unable to meet your scheduled flights or other ongoing activities.

We highly recommend you have a total travel insurance package that covers any of these eventualities.

9. Liability

IAT in its' capacity as an agent, disclaims any responsibility or liability for any loss, damage, accident, change of schedule or other irregularities caused by, or arising from, circumstances beyond its control.

The Client authorises IAT to book all accommodation, airlines, excursions, recreational activities, and transport operators on their behalf as their duly appointed agent.

The Client accepts that IAT at all times acts only as an agent for all accommodation, airlines, excursions, recreational activities, and transport operators and that IAT is not liable in relation to any of these principles' services. All bookings are made subject to the terms and conditions and limitations of liability imposed by the Supplier/s.

IAT does not warrant the performance of any Supplier/s and the Client releases IAT from any liability for any loss or damage, cost or expense (including without limitation any property damage, death or personal injury), suffered by the Client which arises from any act or omission of a Supplier/s or failure by a Supplier/s to meet the Client's expectations.

IAT does not accept liability where passengers fail to arrive on time for any element of their journey due to delayed flights, bad weather, accidents or third party arranged rail, ferry or coach service or travel of any form. IAT will pass on additional costs if they arise due to a delay.

IAT will not incur any liability for airfares purchased by travel agents or clients. In the event that a tour is cancelled, IAT cannot be held responsible for airfare conditions, cancellation fees or other penalties on any airfare purchased.

In circumstances beyond the control of IAT, or if found to be in the best interest of all concerned, IAT reserves the right to alter or cancel any component of the itinerary and/or substitute services with or without notice. Every endeavour will be made to reimburse the Client for any cancelled components, however refunds remain at the sole discretion of IAT.

10. Law of contract

The law of contract is in force in the state of New South Wales and by contracting with you are deemed to submit to the non-exclusive jurisdiction of all courts and tribunals in the state of New South Wales.

11. Insurance

IAT recommends all Clients take out comprehensive travel insurance at the time of booking to protect themselves against loss of deposit, medical expenses, loss of luggage and cancellation charges. IAT cannot be held responsible for tour program alterations due to flooding, or acts of nature, cultural reasons, missed flight connections, medical evacuations, damage to personal belongings or loss of property.

12. Medical/Health & Fitness

A reasonable level of fitness and mobility is required to participate in this tour. It is the responsibility of the Client to advise IAT of any medical conditions or existing health and fitness issues.

13. Emergency Contact

Please provide an emergency contact, in case of illness, accident or any other mishap.
You are welcome to pass IAT contact details to relatives or friends.

14. Dietary Requirements

Dietary requirements may be provided for with advance notice. It is the responsibility of the Client to advise IAT of any any dietary requirements, allergies or meal preferences (vegetarian, gluten-free, etc), at least 15 days prior to travel.

15. Errors and omissions

Although IAT has taken every effort to verify the accuracy of statements made in trip documentation including brochure, website and itineraries, IAT is not responsible for any error, omission or unintentional misrepresentation that may occur.

16. Data Protection

To process your booking, IAT will need to use personal information from you in your booking. Personal information may include each guest's name, address, phone number, email address, and sensitive information such as health, medical, dietary, mobility, religious or other special requirements. This personal information may be passed on to other suppliers of your travel arrangements in addition to security and credit checking organisations, and otherwise as required by law. We need to provide personal information to contractors who provide services to or for us (e.g. small touring companies and hotels). Your personal information may also be passed Australian Geographic and its partners for the purposes of communicating offers that may be of interest to you. In making your booking, you consent to your personal data being passed to relevant third parties as set out above.

The Client may request access to any personal information that IAT holds about them and may notify IAT at any time if they wish to have the personal information held about them edited or deleted (notwithstanding IATs' legal obligations).

The Client acknowledges being made aware of these terms and conditions before making the booking with IAT and the Client indemnifies IAT against liability to the Client and to any person for whom the Client has booked for any loss or damage, cost or expense (including without limitation any property damage, death or personal injury), except to the extent (if at all) caused by the negligent or wilful act of IAT.

Signature and Date