

# Flynn's Tours

## BOOKING TERMS & CONDITIONS

### for tours outside of Australia.

#### How to book a Flynn's Tour of Papua New Guinea, Japan or New Zealand

To make a booking send an email to [info@flynnstours.com](mailto:info@flynnstours.com) or fill out the enquiry form at [www.flynnstours.com](http://www.flynnstours.com).

Our reservation staff will reply and arrange a suitable time to phone you to discuss your requirements and guide your enquiry through the formal booking process.

A booking request is accepted when we issue a written booking confirmation along with an invoice and you have paid your deposit.

**The deposit required for reserving a place on a Flynn's Tour is 30%. The final balance is due 3 months before the tour.**

"You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us", "our" means Flynn's Tours. If you place a booking on behalf of another party, you represent and warrant us that you are duly authorised to provide the agreement and consent of the other party to be bound by these Booking Conditions. You agree that you will be responsible for any loss or damage we incur if this is not the case. It is a condition of your booking that, prior to commencement of your travel arrangements, you agree to complete and declare a COVID-19 Health & Safety Travel Declaration Form as issued by us.

No employee of ours other than the proprietor, John Gannan has the authority to vary or omit any of these Booking Conditions or to promise any discount or refund. It is a requirement of your booking that your Tour Reservation Form. The balance of the price for your travel arrangements must be received by us 90 days before departure. For reservations made within 90 days full payment is required immediately. If any payments are not received by the due date, Flynn's Tours reserves the right to treat the reservation as cancelled and normal cancellation fees will apply.

#### **Prices :**

Each tour presented by Flynn's Tours represents a complete "package" and as such, an itemised breakdown of component costs will not be given. Prices stated are in Australian Dollars (\$AUD) and are current at the time of publication. The most up to date pricing is available on our website.

#### **What's included in your package :**

The following is included in your journey price: (a) All travel by exclusive transport as outlined in each itinerary; (b) all breakfasts, lunches and dinners for the entire period of the journey; (c) all accommodation and sightseeing as specified; (e) entry fees and portorage, gratuities, transfers and the services of the professional crew together with the local hosts. Domestic Airfares in the country that the tour is

conducted are also included up to the price cap stated in the price. In the event the price cap is exceeded you will, following consultation be charged the amount that exceeds the price cap.

#### **What's not included in your package :**

The following items are not included in the journey price: (a) items of a personal nature such as telephone calls, drinks, travel insurance, excess baggage, laundry, personal accident and medical expenses, costs associated with passports, visas, vaccinations, emergency evacuation costs; (b) all extra communication charges we incur on your behalf; and (c) international airfares and airport/hotel transfers unless specifically stated.

#### **Cancellations by you :**

Unfortunately it is necessary for us to strictly enforce the cancellation policies, as we must make firm reservations for you for suitable transportation, accommodation and touring. The reservations we make are subject to onerous cancellation fees. If you cancel a reservation any time prior to the departure of your confirmed tour the following cancellation fees will apply :

#### **Notification Period Cancellation Penalty**

**More than 180 days** – Refund of deposit less \$1,000 administration fee per person.

**180 to 90 days** – Refund of deposit less \$1500 administration fee per person.

**90 to 61 days** - 50% of total costs

**60 days or less** - 100% of total costs

**Failure to join a tour OR leaving the tour once it has departed** - 100% of total costs

All cancellations must be advised to us in writing. Please note we strongly recommend you take out adequate insurance to cover you against these cancellation fees in the event of having to cancel your journey due to unforeseen circumstances. Cancellation fees are calculated on the day written notification is received by Flynn's Tours. By making a reservation you agree that these cancellation charges are reasonable, represent a genuine pre-estimate of our loss and are required to protect our legitimate business interests.

#### **Illness preventing Tour commencement or continuation :**

If due to any illness, suspected illness or failure to satisfy any required tests (such as a temperature test in relation to Covid-19): ` An airline or other common carrier refuses you carriage; ` A hotel or vessel refuses to accommodate you; or We or our suppliers (acting reasonably) exclude you from the trip and you are consequently prevented from commencing or continuing your trip, then: If you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost. ` If you have not commenced your trip then we regret we will not be in a

position to provide such assistance. We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking. We will not be responsible to you for any loss or expenses incurred in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances. Fourteen days prior to commencement of your tour you will be required to fill in a COVID-19 Health & Safety Travel Declaration. This form must be signed and returned to our Journey Director on the commencement of your tour on day 1.

**Cancellation by us - Force Majeure – Prior to travel :**

If your travel arrangements cannot proceed due to flood, earthquake, war or civil strife, acts of terrorism, hurricane, cyclone, industrial disturbance, strike, fire, lock-out, epidemic, pandemic, failure or delays of scheduled transportation, or any law, order, decree, rule or regulation of any government authority (including quarantine requirements or government travel advisories), or for any other reason beyond our reasonable control (Force Majeure), we will elect to: ` Reschedule your travel arrangements, in which case we will issue you with a credit equal to the amounts paid; or ` Cancel your travel arrangements, in which case our contract with you will terminate. If we cancel your travel arrangements, neither of us will have any claim for damages against the other. However, we will refund payments made by you less unrecoverable third party costs and less fair compensation for work undertaken by us up until the time of termination and in connection with the processing of any refund. Any credit issued by us: ` Has a 2 year expiry date ` Can be put toward any tour ` Is not redeemable for cash ` Is not redeemable against flights or travel insurance

**Force Majeure - During travel :**

If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will endeavour to assist where possible in making arrangements to repatriate you. You will be responsible for any costs we incur in this respect.

**General :**

If we provide you with any alternative services or assistance where travel arrangements are cancelled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance. If we cancel your travel arrangements for reasons beyond Force Majeure, you will be offered (at your election) a refund of all funds paid, or the offer of a trip of substantially equal or better quality if appropriate. We will not be responsible to you for any expenses or loss you incur in connection with your booking if your travel arrangements are rescheduled or cancelled whether or not due to Force Majeure.

**Amendments by us - Prior to travel :**

Because of changing operational conditions, Flynn's Tours reserves the right to make changes to the itinerary when necessary and you acknowledge our right to do this. Where possible, Flynn's Tours will substitute a programme of equivalent interest, or a hotel of similar standard. Given the

limited accommodation that is available in some remote destinations Flynn's Tours will do its utmost in securing the most suitable facilities, but should these not be available, then the next most suitable arrangement will be made. On the rare occasions that Flynn's Tours fail to reach minimum numbers, Flynn's Tours reserves the right to substitute a suitable mode of transportation to operate this departure. You will be notified before departure should this occur.

**During Travel :**

You acknowledge that the itinerary, modes of transport, accommodation and/or the tours inclusions may need to change during your trip. This may be due to local circumstances beyond our reasonable control, including road conditions, poor weather, changes in transport schedules, and/or vehicle breakdowns.

**General :**

To the fullest extent permitted by law, we will not be responsible for any omissions or modifications to the itinerary or the inclusions due to Force Majeure or other circumstances beyond our control happening after we have accepted your booking. This includes any loss of enjoyment or distress caused by omissions or modifications. If you are entitled to any compensation for any modifications or omissions, then you agree it will be reduced by the value of any alternative services we provide which you accept. We will not be responsible to you for any expenses or loss you incur in connection with your booking resulting from any amendment or change to the itinerary or its inclusions.

**Unused Services :**

No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of transport to operate according to schedule, which we disclaim responsibility for.

**Descriptions :**

Where Flynn's Tours has described hotels as best available or luxurious (for example) these are not necessarily official grading's, but Flynn's Tours own assessment, based upon our own impression, general opinion and what is available locally.

**General travel conditions :**

Hygiene :

As a condition of carriage with Flynn's Tours, all passengers are required to sanitise their hands and to wear a face mask whilst on board our aircraft or coaches. Flynn's Tours will supply you with a COVID-19 Safe Care Pack prior to arrival on tour.

Dietary Requirements :

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

External Services :

We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as an agent for the principal operator. Any

advice or recommendation made by a guide or local representative does not make us responsible.

**Acceptance of Risk :**

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers. You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

**Documentation :**

Approximately 3 weeks prior to the commencement of your travel arrangements, and subject to us having received payment in full, we will issue final documentation. This will include a full itinerary, a contact list for your friends and family, a recommended packing list, a temperature guide and departure details. Should you have made other travel arrangements through us for connecting flights, pre /post tour accommodation etc. The relevant travel documents will be sent to you at this stage. Please note documents cannot be sent without full payment and your Tour Reservation Form and COVID-19 Waiver Form being received by us.

**Baggage :**

Your baggage weight allowance may be restricted on particular journeys. Please refer to the Additional Information Documentation for further details. The carriage of baggage in excess of these limitations shall be at the sole discretion of Flynn's Tours.

**Travel Insurance :**

We strongly recommend that you carry comprehensive travel insurance to cover you for the duration of your trip against such things as personal illness or accident, cancellation, loss of baggage, etc. If you choose not to take travel insurance, then Flynn's Tours requires this in writing. That is, a declaration stating that this is your preference and an indemnity in favour of Flynn's Tours for any expenses or liability incurred by us in this respect. The choice of insurer is yours. **We strongly suggest you purchase insurance at the time you pay your deposit.** This is because cancellation fees and charges are payable from that time.

**Level of Fitness :**

Please note that good health and a fair degree of mobility are required to fully enjoy a Flynn's Tours. Most journeys involve walking tours and travel by 4WD vehicles, boarding boats or small launches. This should not be a problem to anyone who can manage everyday walking and climbing stairs without difficulty. Please consult us prior to making a reservation if you have any doubts about your capability to cope on a particular journey. As a guide, if at any stage of the journey, including airports, you would require the use of a wheelchair or walking frame, then these journeys will not be suitable for you. Flynn's Tours reserves the right to decline a reservation from any person if their health, mental condition, physical infirmity or general deportment may impede the operation

of the journey or the rights or welfare or enjoyment of other clients. We reserve the right to request a client be accompanied by a companion should age or infirmity hinder his/her ability to travel on the programme without assistance.

**Visas, Travel Documents & Vaccinations :**

A passport with at least six months validity (from the return date of your chosen tour) is required. It is the responsibility of the traveller to ensure that all necessary documentation is valid prior to the commencement of the selected journey, and that all visas meet the requirements of each country visited. Flynn's Tours can assist Australian passport holders in obtaining these visas, however please note that these costs are not included in the tour pricing. For any guests travelling on a passport that is not of Australian nationality, please note that you will need to check with your individual consulate or embassy as to what visas are required and obtain these locally. Flynn's Tours will not be liable to credit or refund any unused services included in the basic journey price or for any lost, mislaid or destroyed travel documents. It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

**Responsibility :**

**Services supplied by independent suppliers**

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers. To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay attributable to the actions or omissions of an Independent Supplier.

**Services we directly supply**

To the extent only that we are the principal supplier to you of travel arrangements or other services which we control, then we will provide those travel arrangements and services with reasonable skill and care. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or an intermediary for an Independent Supplier) if they were carrying out the work we had asked them to do. We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure. While we endeavour to meet scheduled arrival and departure times, we cannot guarantee this. We will not be responsible for any loss or additional expenses you incur for any missed connections/services attributable to delays.

### General liability limitation

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia. Australian Consumer Law and corresponding legislation in State jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, we disclaim all warranties. To the fullest extent permitted by law, our maximum liability to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having the travel arrangements resupplied.

### **Filming & Photography Licensing :**

From time to time, your Tour Leader or other guests on the journey will provide us with photography, which may include images of any guests travelling. These images may be used in marketing, including brochures, websites, and any other media. If you desire that your image is NOT to be used, please advise the Tour Leader at the commencement of your journey.

### **Complaints :**

In the event of a problem with any aspect of your travel arrangements you must tell us or make our representative or our local supplier aware of such problems immediately. We will only consider and be responsible for claims made against us where we or our suppliers have had the opportunity to put things right on the ground. If you notify us of a problem during travel and we haven't resolved it to your satisfaction, then you must make any claim in writing within 30 days from the end of your travel arrangements.

### **General :**

The contract between Flynn's Tours and you is governed by the laws of the State of Queensland. Any disputes shall be dealt with by a court with the appropriate jurisdiction in Queensland. If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed without affecting the remaining provisions. Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles.