

# 'Inca Sensations Tour' Booking Conditions

**Terms and Conditions of purchasing travel arrangements from Inca Tours. Exciting Destinations Pty. Ltd. whose trading name is Inca Tours (hereinafter known as "the Company") and licenced as a travel agent in NSW Licence No. 2TA5698 accepts bookings subject to the following conditions:**

- 1 Reservations** A deposit of 20% of the tour cost per person, plus this completed booking form in respect to each applicant is required at the time of submitting booking application. When the booking has been confirmed in writing by the Company to the applicant (herein after called "the Passenger") the deposit is accepted as a first installment of the fare and is not refundable.
- 2 Payment of Fare Balance** The balance of the fare must be paid not later than 60 days prior to departure. In the default of payment by this date, the Passenger shall be deemed to have cancelled their tour and will forfeit the deposit paid. The exception is where the Company can request part payment early due to factors outside of it's control (for example, airline fare increases or surcharges).
- 3 Amendments** Once the Passenger is confirmed on a tour changing to another tour is not possible. Should the Passenger wish to alter their tour arrangements after their booking has been confirmed, they must notify the Company in writing and it will endeavour to meet their wishes. If the alteration is possible, an amendment fee of \$100 per amendment may be charged in addition to the cost of the extra services required.
- 4 Cancellation Charges** Any cancellation must be made in writing. The date on which that notification is received by the Company is the date that will determine the level of cancellation charge. If the Passenger cancels their booking, cancellation charges will be charged according to the following:
  - a** more than 60 days prior to departure—*forfeit deposit.*
  - b** 60 days or less prior to departure—*forfeit total tour cost.*In special cases where full payment is required at time of confirmation (for example, Galapagos Is or Nile River cruises), the full payment is deemed to be the deposit and is not refundable.
- 5 Unused Services** There will be no refund for unused hotel or ground services.
- 6 Personal Insurance** The Passenger **must** effect personal travel insurance, being satisfied that their insurance cover fully meets their personal requirements especially in respect to death, personal injury or illness, in all countries travelled to during the tour and that it extends until their arrival home. This insurance should also cover against cancellation charges. Inca Tours can assist you with this insurance if you wish. Please call for details. Any pre-existing medical condition or medical condition that may be deemed 'pre-existing' **must** be brought to the attention of the insurance company on its proposal form and to the attention of the Company on the front of this Booking Form. If the Passenger decides to change their travel plans, please note that their Personal Insurance will not cover the associated charges. The Passenger is advised to read their insurance application carefully so that they understand what risks are actually covered.
- 7 Documentation** All documentation, including passports, visas, re-entry permits, vaccination certificates, etc are the responsibility of the Passenger however the Company will gladly assist with these matters if requested by the Passenger.
- 8 Exclusions** Visas, insurance, excess baggage, meals not shown as included in tours, laundry, drinks, tips, souvenirs, airport and departure taxes, vaccinations and items of a personal nature.
- 9 Baggage** Baggage is limited to 1 suitcase of max weight 20kg, an airways type shoulder bag & camera case (*usual airline regulations*).
- 10 Photographs** The Company reserves the right, without giving notice, to make use of any photographs or film produced during the tour, for publicity purposes, without payment or permission.
- 11 The Company's Liability**
  - a** The Passenger hereby agrees that no liability will attach to the Company, its servants or agents or to any other members of the tour in respect of death, personal injury or illness of the Passenger and/or the loss or damage to the property and effects of the Passenger during the course of the tour howsoever caused. The Company shall not be liable for any damage, losses or additional expenses suffered as a result of cancellation, sickness, repatriation, accident, delay, late completion of tour, mechanical breakdowns, weather, lockout, Act of God or other causes. The Passenger is carried on the tour on the full understanding that for certain countries visited no (or in some cases very limited) Passenger liability insurance is available and that they therefore travel entirely at their own risk. For the purposes of this clause the Company shall be deemed to contract as agents for its servants and its independent contractors as well as on its own behalf. This clause shall not apply so as to exempt the Company from any liability in respect of which the Company is obliged to by law.
  - b** If the fulfilment of any tour is rendered impossible, illegal, or in the Company's opinion inadvisable, by strike, war, epidemic, governmental interference or any other cause beyond the Company's control, the Company reserves the right at any time to cancel such tour or the remainder thereof, or to modify the itinerary in any way considered necessary or desirable, or to change any reservation and/or means of conveyance, accommodation or other details thereof that it thinks fit. Any such changes will be without allowance or refund but the extra cost, if any, resulting therefrom, must be paid by the Passenger. The Passenger shall be bound by any cancellation or alteration made under the provisions of this clause and shall not be entitled to recover any sum paid by him/her unless the whole tour is cancelled before the departure date, in which case a full refund will be made. This shall be the full extent of the Company's liability and the Passenger should effect personal travel insurance to cover these risks.
- c** The Company can not be held responsible for any personal injury, loss, failure to travel, or associated costs incurred as a direct or indirect result of Deep Vein Thrombosis (DVT).
- 12 Passengers** A Passenger suffering from any form of physical or mental incapacity must bring this to the notice of the Company when booking. All passengers must also comply with all legislation, visas, immigration, customs, foreign exchange and health regulations of the countries visited. Should there be any contravention of the laws of any countries through which the tour passes or the Company considers any Passenger an unsuitable person for any tour, it may in its absolute discretion cancel such Passenger's booking or decline to carry such Passenger further without recourse to refund.
- 13 Liability** In the event of a Passenger leaving the tour for any reason, any extra expenses are the Passenger's responsibility and the Company shall not be liable for any refund, either total or partial, of money paid for any unused services.
- 14 Authority** Passengers on the tour will accept the authority and decisions of tour leaders/guides appointed by the Company.
- 15 Complaints** Should the Passenger have a complaint they should inform the Company representative during the tour who will do their best to help them there and then. If the matter cannot be corrected then the complainant should write to the Company at the head office within 28 days of the completion of the tour; as the Company will not entertain any liability in respect of complaints received outside this period.
- 16 Brochure Validity** Considerable care has been taken to produce brochures and printed itineraries. To the best of the Company's belief, the information and prices contained therein are correct at the time of printing, however the Company accepts no liability for any inaccuracies therein. The Company cannot be held responsible for any changes that may occur to itineraries for any reason beyond the Company's control.
- 17 Disbursements of Payments** It is a condition of the acceptance of your deposit in respect of these programmes that all monies paid to the Company whether by way of deposit or otherwise in respect of any programme may be disbursed by the Company as and when it sees fit or in respect of the services to be provided or fees payable under the tour program, and the payment of a deposit for the tour shall be deemed to be a direction by you the Passenger to the Company to disburse such monies as aforesaid.
- 18 Tour Costings** All tour prices in the Company's brochures are priced as part of a package and breakdown costs of the individual components cannot be given.
- 19 Price Increases** Prices may increase prior to receipt of full payment due to circumstances beyond the control of the Company. For example, changes in exchange rates; increases in airfares or other transport costs; increases in hotel charges; increases in other ground services; or increased or new taxes.
- 20 Airline Disclaimer** The sole responsibility of any airline used on any tour from the Company's brochures is set out in the contract of passage attached to the airline ticket. Any airline used does not by virtue of their endorsement of our brochures represent themselves either as contracting with any purchaser of a holiday from the Company or as having any other legal relationship with any such purchaser.
- 21 Acceptance** Receipt of a deposit will be taken as an understanding by the Company that the Passenger has read, understands and agrees to abide by these *Terms and Conditions*.
- 22 Contract** This contract is subject to the law of NSW, Australia and is to be interpreted under it in a NSW Court of Law.
- 23 Servants and Agents** No servant or agent of the Company has authority to vary these Conditions and no representative, tour leader or other employee or agent of the Company is authorised to commit the Company to any liability whatsoever and the Company will not be bound by any statement or representative unless it is in writing and signed by an executive of the Company.
- 24 Ownership of Service Providers** The Company does not own any of the hotels, lodges or service providers utilised on the tours. As a result, the Company is only acting as your agent contracting these operators and as such, does not accept responsibility for any negligence, omissions, errors or differences in standard experienced by the Passenger when utilising the operators' products or services.
- 25 Passengers Responsibility to Inform the Company** All Passengers are deemed to have read the details in the brochure and will inform the Company in writing of areas where they may be at risk. For example, where cruises are involved and the Passenger cannot swim.

# INCA SENSATIONS TOURS & CRUISES

## SOUTH AMERICA & ANTARCTICA

<b>South America Sensations, 23 days, page 7</b>	<i>Per person sharing</i>	<i>Single supplement</i>
<b>Cost of Sensations Tour including all flights</b>	<b>\$14,995</b>	<b>\$2,895</b>
Plus local payment of	US\$390	
Cost of tour starting in Lima & ending in Buenos Aires	\$13,890	\$2,895
<b>Variations on the Tour</b>		
<i>Per person sharing</i>		
<i>Single supplement</i>		
<b>Sensations Tour &amp; Galapagos Is, 32 days, page 10</b>		
Cost including all flights	\$18,895	\$4,695
Plus local payment of	US\$390	
Cost starting in Quito & ending in Buenos Aires	\$17,790	\$4,695
<b>Sensations Tour &amp; El Calafate, 28 days, page 14</b>		
Cost including all flights	\$16,295	\$3,495
Plus local payment of	US\$390	
Cost starting in Lima & ending in Buenos Aires	\$15,190	\$3,495
<b>First Half &amp; Galapagos Is Cruise, 25 days, page 18</b>		
Cost including all flights	\$12,795	\$2,880
Plus local payment of	US\$290	
Cost starting in Quito & ending in La Paz	\$11,990	\$2,880
<b>Second Half &amp; Skorprios II Cruise, 19 days, page 21</b>		
Cost including all flights	\$11,395	\$3,490
Plus local payment of	US\$150	
Cost starting Puerto Montt & ending Buenos Aires	\$10,490	\$3,490
Cost of 5-day Skorprios II Cruise excluding all flights	\$1,290	\$600
<b>First Half of Sensations Tour, 16 days, page 24</b>		
Cost including all flights	\$8,795	\$1,099
Plus local payment of	US\$290	
Cost starting in Lima & ending in La Paz	\$7,490	\$1,099
<b>Second Half of Sensations Tour, 11 days, page 26</b>		
Cost including all flights	\$8,390	\$1,990
Plus local payment of	US\$150	
Cost starting & ending in Buenos Aires	\$6,995	\$1,990
<b>First Half &amp; Atacama Desert, 23 days, page 28</b>		
Cost including all flights	\$12,795	\$1,612
Plus local payment of	US\$290	
Cost starting in Lima & ending in Calama	\$11,690	\$1,612
<b>Extensions &amp; Stopover</b>		
<i>Per person sharing</i>		
<i>Single supplement</i>		
<b>Antarctic Dream Cruise, 11 days, page 31</b>		
Cost of 10-night cruise excluding all flights	\$7,667	\$3,778
<b>Galapagos Is Cruise, 8 days, page 32</b>		
Cost of 7-night cruise excluding all flights	\$4,190	\$1,690
Cost of 4-night cruise excluding all flights	\$2,648	\$971
Cost of 3-night cruise excluding all flights	\$2,148	\$719
<b>Easter Is Stopover, 4 days, plus 1 day in Lima, page 34</b>		
'Iorana Hotel' including flight Easter Island to Lima	\$1,274	\$625
'Altiplanico Hotel' inc flight Easter Island to Lima	\$1,647	\$879
'Hangaroa Eco Village' inc flight Easter Is to Lima	\$2,199	\$878
'Explora' (all-inclusive) inc flight Easter Is to Lima	\$3,294	\$1,083

Prices above are subject to the Terms & Conditions on the back of this page and on our Booking Form. Prices are subject to change without notice until paid in full. Cruise prices are based on lead-in cabin types. Prices are in AU\$ (unless stated in US\$) and are valid from 30<sup>th</sup> September 2010 until superseded.