# <u>Sinclair Tour and Travel 5494 5083</u> <u>Taste of the Tropics</u> <u>Departs Monday 13<sup>th</sup> May –7 days</u> <u>\$3,895 per person twin Share. Single \$700</u>

# Day One Monday 13<sup>th</sup> May

After pick u from your door as usual, you'll be transferred to Brisbane airport for your flight to Townsville. Here, you'll be met at the airport and your Taste of the Tropics Tour begins.



From the Great Barrier Reef and its tropical islands, to the lush rainforests and World Heritage listed national parks, the once quiet coastal town has merged into a modern metropolis. It's a place to discover, appreciate and immerse in nature. Long known as a military base, the Townsville region today remains home to one of the country's largest army barracks, as the official home of Australia's 3rd and 11th Brigades. But it's thanks to this influx of army personnel and their families that the city has prospered — the town today is Australia's largest urban centre north of the Sunshine Coast. Dinner at our Hotel tonight, our home for 2 nights. (D)

### Rydges Townsville 4726 5265

# Day Two Tuesday 14th May

After a delicious brekky at our Hotel, we're off to Magnetic Island – on the Sealink Ferry. In the heart of Australia's breathtaking landscapes lies a true gem – Magnetic Island. For centuries, this tropical paradise has beckoned travellers from far and wide, and for good reason. The traditional owners of the island, the Wulgurukaba, call it 'Yunbenun', while James Cook named it 'Magnetical'. But to those who know and love it, this island is simply 'Maggie'.



Our local guides will take you on a journey through time and nature, uncovering the island's rich history and abundant wildlife. You'll discover for yourself the irresistible allure that has drawn people to this place for thousands of years. The tour kicks off in the morning and includes a leisurely hour at Horseshoe Bay for lunch (own expense), so you can savour the island's delights at your own pace.



Back to our Hotel in Townsville for dinner. (B)(D)

### Day Three Wednesday 15th May

After another delicious brekky at our Hotel, we'll head north to Mission Beach. We'll visit Townville's northern beaches and travel through towns like Ingham, Lucinda and Cardwell. Our lunch stop today is in Tully (own expense). Tully is essentially a sugar town. It was specifically created to service the surrounding sugar cane plantations. In recent times it has reached beyond sugar to become a hugely important district for banana growing. Consequently, unlike the idyllic beach locations in the surrounding area, it is known as a town driven by industry which attracts backpackers eager to become rural workers and earn a few extra dollars. The town is famous as the wettest place in Australia.



You'll LOVE our tour at Fruit Forest Farm this afternoon. Fruit Forest Farm's tour will transport you to an exotic oasis, flourishing with a bounty of exotic fruits, plants and a rich cultural history – a real Taste of the Tropics!



The tour is an all weather tractor and trailer experience. You'll meet the farmers and experience exotic fruit farming first-hand. The tour includes 2 hour guided charter, fruit tastings and complimentary exotic fruit drink on arrival. We may even be lucky enough to see some cassowaries! We saw two on our last tour!



Dinner at our Hotel tonight. (B)(D) Mission Beach Resort (07) 4088 8288

# Day Four Thursday 16th May

After breakfast at our Hotel, we'll keep our taste buds tantalised with a visit to Charley's Chocolates. Charley's chocolate tour is unique in Australia and one of only a few places in the world where you can experience the fascinating and little understood journey from cocoa tree to chocolate bar all in the one location.

Charley's chocolate tour is authentic and that's what our visitors really like. You're on a working sustainable cocoa farm that makes the chocolate too. The tour's fun, informative and a 'must do' when visiting tropical far north Queensland. On the tour you'll hear about the fascinating 3,800 year history of cocoa starting with the ancient cultures of Mesoamerica, think Mayans and Aztecs, through to cocoa's European introduction in the 1500s. We then follow cocoa's historical progression to becoming a chocolate bar in the 1800s and industrialisation in the 1900s.



We visit the cocoa tree nursery to see how Charley's journey began. Next is the cocoa plantation itself. Here you'll see the tiny orchid like flowers where chocolate starts its transition to become a ripe cocoa pod. It's a truly amazing fruit and to see it on the tree is an incredibly special experience. You'll see a cocoa pod being opened and have the chance to taste the cocoa fruit. Then we move onto the cocoa processing stage after the pods are opened and beans removed and learn about both age old and recent fermentation methods and drying techniques.



You can take part in the cocoa bean cracking and winnowing steps and get to taste the cacao nibs. The best bit is yet to come...tasting the chocolate! Here you'll be amazed at how 'real chocolate' tastes and how different beans make very different chocolate. Dark chocolate's considered a health food; find out why. Tasting includes a selection of our multi award winning, Australian grown and made premium chocolate varieties.

We'll go Cassowary spotting at nearby Etty Bay - always fun - before lunch (own expense) at Innisfail, the Cassowary Coast's largest town. Innisfail has a large and diverse range of Art Deco buildings, the CBD was largely rebuilt in this style following a cyclone in 1918 which destroyed much of the town.



Let's visit Babinda Boulders on our way to Cairns (our home for the next 3 nights). Surrounded by lush rainforest, the Babinda Boulders is an iconic Cairns attraction and popular swimming hole and tourist attraction. It is a classic example of the fast flowing tropical creeks in the area that are perfect for afternoon dips in the cool water to combat Far North Queenslands tropical heat. The creek is lined with huge boulders and the clear fresh water weaves between the obstacles to fill large pools where people can swim. Visitors to the **Babinda Boulders** are often amazed that the water is quite cool, even during mid-summer.

Just behind the Boulders is Mt Bartle Frere, Queensland's tallest mountain, from which Babinda Creek's cool water originates. The section of the creek where the water rushes over massive granite boulders, smoothing and shaping them, is referred to as the Babinda Boulders.



Dinner at our Hotel tonight - right on the Cairns waterfront. (B)(D)

Cairns Hilton (07) 4050 2000

# Day Five Friday 17th May

After a fabulous buffet breakfast at our Hotel, we'll take the stunning road north towards Port Douglas. You'll love our Daintree River Cruise - Immerse yourself deep into the rainforest by taking a trip on our world-renowned wildlife experience cruise. During your 60 - 90 minute journey, you will slowly glide along the Daintree River while one of our local guides shares their knowledge about the unique tropical ecosystem. Along the way, you will also have the chance to see native wildlife such as Estuarine Crocodiles in their natural habitat.



We want every guest that cruises with us to leave loving our river as much as we do. While we can't guarantee what wildlife you'll see, each cruise provides a unique experience. Back to Port Douglas now for some free time – lunch and shopping. We'll meander back to Cairns through the beautiful northern beaches and have dinner at a nearby restaurant tonight. (B) (D)



Cairns Hilton (07) 4050 2000

## Day Six Saturday 18th May

We're off to Mareeba after breakfast – the coffee growing capital of Australia - and a visit to Jacques Coffee – movie, self guided tour, coffee and coffee liqueur tasting!



You'll love our visit to Malanda, a pleasant rural town, is synonymous throughout North Queensland with milk. There are even places where 'Malanda' milk is slightly more expensive than 'common' milk. It is, in the opinion of the locals, the best in the world. The town's main attractions include the charming Malanda Falls with the swimming pool in the pool below and the impressive mosaics which are spread around the town and the stunning falls.



Yungaburra is our next stop. The village is surrounded by spectacular countryside, which has been influenced and shaped by many, now extinct, volcanoes. The landscape is stunning, with outstandingly beautiful natural attractions: crater lakes, waterfalls and World Heritage rain forest. This tranquil and picturesque village is situated 720 metres (2400 feet) above sea level. This ideal holiday destination is cooler than the coastal area during summer, and in winter, the mild days and refreshing nights are an excuse to enjoy a crackling log fire. It's also home to the rainforest giant Curtain Fig Tree which has been wowing visitors for decades. Lunch (own expense) at either Malanda or Yungaburra (depending on timing).

Close by to Yungaburra is the stunning Lake Barrine where we'll enjoy a fabulous cruise.



Time permitting, you may wish to indulge in a fabulous Devonshire tea in the lovely Tea Rooms overlooking the lake. What a view!



Back to Cairns for a wonderful Chinese Banquet Diner tonight. (B)(D)

### Cairns Hilton (07) 4050 2000

### Day Seven Sunday 19th May

Sadly, this is our last breakfast together. How hard will it be to go back to tea and toast? We'll enejoy a visit to the Aquarium this morning. We'll see the animals and habitats endemic to Tropical North Queensland and learn about the Wet Tropics Rainforest and the Great Barrier Reef.



Enjoy ecosystem talks, animal presentations, and marine touch tank shows. See Australia's only 10-meter Deep Reef Tank, 360-degree Oceanarium, 20-meter underwater tunnel, mangrove boardwalk, and Australia's largest freshwater exhibit. Get up close to freshwater fish, pythons, emerald tree monitors, crocodiles, colourful reef fish, sharks, rays, and more.

Then it's off to Cairns airport for your flight back to Brisbane. Here, a representative of Sinclair Tour and Travel will meet you at the luggage carousel and take you back to your front door. We do hope you've enejoyed your Taste of the Tropics Tour with us. Please tell your friends. That's how our business grows. We look forward to travelling with you again really soon. (B)

### TERMS AND CONDITIONS

These terms and conditions apply to bookings you make with us. These terms and conditions govern our relationship with you.

Please read the following terms and conditions carefully. You must not make any booking unless you are 18 years of age or older and understand and agree with the following terms and conditions. We will rely on the authority of the person making the booking to act on behalf of any other person on the booking and the person making the booking will bind all other persons on the booking to these and conditions.

#### **BOOKINGS, DEPOSITS AND PAYMENTS**

In order to secure your booking, we require a deposit, per person, within 7 days of making your booking. Deposit amounts are outlined in each itinerary. \$1500 deposit required for this Taste of the Tropics Tour.

When making a booking for yourself you warrant that you are 18 years of age or older. If you are making a booking on behalf of another person/s or thirds parties, you warrant that you have their authority to do so and have conveyed these terms and conditions to them and they are properly informed. You agree to indemnify us and the Supplier against any claims from any person/s or third parties who you made the booking for if they have not in been properly informed in regard to these terms and conditions.

If you are making a booking on behalf of a minor/s you warrant that you are their parent or legal guardian and take full responsibility for said minor/s and will not hold us or a Supplier responsible for any breach of these term and condition by any minor under your control.

When making a booking for yourself or on behalf of another person or on behalf of a minor, you warrant that all information provided by you is true and correct. We take no responsibility for any errors or incorrect information provided by you and will not be held responsible for costs, fees, penalties or payments incurred for errors or incorrect information provided by you.

All deposits are non-refundable for changes of mind or cancellations by you (subject to your rights under the Australian Consumer Law).

You are required to pay the balance payment at least 60 days prior to the tour date. For tour bookings made within 60 of the tour date full payment is required on booking.

Failure to make payment by the due date **may** result in your booking being cancelled and deposits forfeited.

Payments made by direct deposit may take up to three business days to process. If you are paying by this method, you will need to make the payment at least three business days prior to the actual due date. You must notify us once your payment has been made.

Payments made by personal cheque (excluding bank cheques) require five business days to process. If you are paying by this method, you will need to make the payment at least five business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us or to a Supplier, including any liability in respect of cancellation fees, before refunding the balance to you

### **CHANGE AND CANCELLATION FEES**

Please be aware that some confirmed bookings are not refundable if cancelled and may not be transferable to another date or otherwise changed. Alternatively, a change may only be permissible subject to payment of an additional fee or charge. Changes and cancellations of confirmed bookings may incur fees from Suppliers. It is your responsibility to check if a booking is non-refundable or will incur charges for changing it before placing the booking. If you cancel your booking, we reserve our right to charge you cancelation fees on the following basis: -

- Bookings cancelled more than 60 days from the tour date will not incur a fee subject to any additional non-refundable fees or charges from Suppliers.
- Bookings cancelled not more than 59 days but not less than 15 days from the tour date will incur a fee which is 50% of the Tour Price subject to any additional non-refundable fees or charges from Suppliers.
- Bookings cancelled not more than 14 days but not less than 8 days from the tour date will incur a fee which is 75% of the Tour Price subject to any additional non-refundable fees or charges from Suppliers.
- Bookings cancelled within 8 days from the tour date will be required to pay for 100% of the Tour Price.
- Bookings cancelled after the tour date will be required to pay for 100% of the Tour Price.

Please be advised that a \$100 administration fee (per person) will be charged on ALL cancellations regardless of the number of days' notice given.

To cover cancellations as a result of illness or loss of baggage, we strongly encourage passengers to arrange travel insurance. We now sell *Covermore* travel insurance and just need your date of birth to be able to provide you with a quote.

#### REFUNDS

Your entitlement to a refund for cancelled bookings is subject to the relevant Supplier's terms and conditions, and our cancelation fees as outlined described above.

If you are entitled to a refund then, subject to the Supplier's terms and conditions, we will arrange for it to be supplied to us on your behalf, unless we expressly agree with you otherwise.

If we are managing or arranging a refund for a cancelled booking on your behalf it will not be paid to you until the Supplier provides the refund to us, and we will not be liable for any delay on the part of the Supplier. Be aware that typically airlines will take between 60-90 days to process a refund.

#### SUMMARY

Please read all of the terms and conditions, the following is a summary of our terms and conditions: -

- Prices, including, in some cases, of confirmed bookings, may be subject to change.
- Some confirmed bookings are non-refundable if cancelled by you and it is your responsibility to check if this applies.
- We will be entitled to retain our service fees even if a booking is cancelled or does not proceed for any reason which is not our fault.
- It is your responsibility to make yourself aware of all information relevant to your travel plans, including but not limited to visa requirements and health precautions.
- We are not liable for the accuracy of any published Supplier content including websites and brochures

#### SUMMARY OF OBLIGATIONS

Before making a booking, it is important that you meet the following requirements:

- You are over the age of eighteen (18) and have sufficient funds to pay for the travel services.
- You have read our terms and conditions and if booking for third parties warrant that you have their authority to do so and have conveyed these terms and conditions to them. You agree to indemnify us and the Supplier against any claims from third parties who have not in fact been properly informed.
- You have read the terms and conditions of any applicable Suppliers and agree to be bound by those.
- You are responsible for checking the accuracy of all documents provided to you.
- You are responsible for confirming departure times of any booked services at least 24 hours prior to travel.
- You warrant and acknowledge that you have accessed the Smartraveller website <u>http://smartraveller.gov.au</u> for any specific information in relation to your intended destination.
- You accept that passports, visas and other required identification documents are your responsibility.

#### PRICES, TAXES, FEES AND SURCHARGES

All prices that we quote are in Australian Dollars. Quoted prices are subject to change at the discretion of the Supplier prior to booking. Price changes may occur after booking because of matters outside our control which may increase the cost of the Product. Such factors include but are not limited to currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact us for up-to-date prices. Even when paid in full, prices may change because of matters outside our control.

In the event there is an increase in cost incurred by us we reserve our right to alter our prices and charge a surcharge. If we require a surcharge to be paid due to increases in costs, this will be requested in writing. If you do not pay this surcharge, your action will be regarded as a cancellation by you and cancellation charges will apply.

Prices include all applicable taxes requiring payment prior to departure and may be subject to adjustment in the event of an increase in those taxes. On other occasions, you may be liable for taxes in addition to the quoted price of the Product. For example, there may be a local tax charged at some airports or resorts.

You agree to pay fees and surcharges incurred by us on your behalf, which include but are not limited to booking or reservation fees, cancellation and amendment fees, credit card merchant fees, insurance claim processing fees or fees for ad-hoc services performed as required.

You authorise us to charge all monies payable by you in relation to any booking we make on your behalf or other services we have procured or provided to the credit card or debit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand. Please not surcharges in relation to credit and debit card payments are non-refundable and we accept no responsibility for an inappropriate surcharge being applied if the correct card type has not been advised

#### PRODUCTS

All tours and Products that we quote on are subject to availability and may be withdrawn or varied by us or the Supplier without notice.

#### MISCELLANEOUS

It is your responsibility to make yourself aware of all information that it is necessary or desirable to know in order to make optimum use of the tour, Products and to undertake travel generally.

It is your responsibility to ensure you have the necessary passports, visas, documents and vaccinations for international travel.

It is your responsibility to obtain medical advice prior to your booking to ensure it is safe for you to undertake the tour, participate in activities and are aware of the associated risks.

It is your responsibility to further investigate and confirm any matters that are applicable to you

#### SPECIAL REQUIREMENTS

You must inform us regarding any special requirements you may have for your travel arrangements such as special meal and seating requests, room type or disabled access prior to making a booking. If you do not specifically inform us, we will assume that you do not have any such requirements, and the booking will be made on that basis.

We require that you are able to walk unaided and able to have full control of your own luggage.

#### FREQUENT FLYER AND LOYALTY PROGRAMS

When booking with us, it is your responsibility to let us know your frequent flyer membership details (or other applicable loyalty program details) for inclusion in your booking. Notwithstanding that your details may be included in the booking; we cannot guarantee that the Supplier will credit you with points for your booking.

#### AGENCY

In order for us to facilitate tours we may need to act as an agent for and sell various travel related products as an agent on behalf of numerous transports, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as travel wholesalers ("Suppliers"). Any brochures provided by us to you are supplied by Suppliers or are prepared by us based on content supplied by Suppliers, and we accept no liability for errors in that material. Your oral or written instructions to us are authority for us to make travel bookings on your behalf and to arrange relevant contracts between you and the applicable Supplier. Notwithstanding this authority, we are not your agent and do not have any fiduciary duty to you. We exercise care in the selection of reputable Suppliers; however, we have no control over, or liability for, the Products provided by the Suppliers, who are third parties. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by the Supplier.

We recommend that you read them before finalising the transaction and we can provide you with copies of the relevant terms and conditions on request.

Your legal rights and remedies in connection with the provision of Products are against the Supplier and, except to the extent a problem is directly and primarily caused by fault on our part, are not against us. Specifically, if for any reason (excluding fault on our part) any Supplier is unable to provide the Product for which you have contracted either at all, or to the requisite standard, your remedies are against that Supplier and not against us

### LIABILITY

To the extent permitted by law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, an event of Force Majeure affecting you, us or a Supplier or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). In particular, we disclaim any liability for any consequential loss, including loss of enjoyment or amenity. This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the *Competition and Consumer Act 2010* (Cth).

Without limitation of the disclaimer of liability in the previous paragraph, any obligation we have to you will be suspended during the time and to the extent that we are prevented from, or delayed in, complying with that obligation by an event of Force Majeure.

Your rights with respect to a confirmed booking affected by an event of Force Majeure will be subject to the terms and conditions of the relevant Supplier

#### **GOVERNING LAW**

If any dispute arises between you and us, the laws applicable in Queensland will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland and waive any right that you may have to object to an action being brought in those courts.

#### DEFINITIONS

- "we" and "us" means Sinclair Tour & Travel.
- "you" means the person and the people who make a booking for a tour or Product with us and use our services.
- "Supplier" means a third-party company or person who provides Products, including a wholesaler of such Products.
- "Product" means travel and holiday related products and services including accommodation, leisure activities and various forms of transport, including packaged combinations thereof.
- "Travel documents" means any document (whether in electronic form or otherwise) used to confirm an arrangement with a Supplier, including (without limitation) airline tickets, hotel vouchers and tour vouchers.
- "Force Majeure" means an act of God, peril of the sea, accident of navigation, war (including civil war), sabotage, riot, insurrection, civil commotion, coup d'état, national emergency, martial law, fire (including wildfire), explosion, lightning, flood, tsunami, cyclone, hurricane, tornado or other major weather event, earthquake, landslide, volcanic eruption or other natural catastrophe, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, radiation or radioactive contamination, national strike or other major lack of availability of labour, raw materials or energy beyond the control of the affected party. For the avoidance of doubt, the inability of a party to make a profit or avoid a financial loss, changes in market prices or conditions, or a party's inability to perform its obligations due to insufficiency of finance does not in itself constitute Force Majeure.