The following terms and conditions (‘booking conditions’) form part of the contract between you and Australian Pacific Tours Pty Ltd (‘APT’, ‘we’ or ‘our’). Please read them carefully as they set out your and our respective rights and obligations. By completing and returning a booking, you are entitled to assume that you have had the opportunity to read and have read these booking conditions, that you agree to them and that they form part of your holiday arrangements that you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. References in these booking conditions to your ‘holiday package’ are for the package that you have booked with APT. References to ‘excursions’ are references to short trips or tours included or available as part of your holiday package.

**Governing Law**

These booking conditions are governed by the law in force in Victoria, Australia.

**BEFORE YOU BOOK**

**Pricing – Deposits – Discounts – Payments**

Your booking price will be set out in this brochure unless it is varied by APT in writing at the time of booking. A $1,500 security deposit per person, per holiday package is required within seven days of booking confirmation and $3,000 per person for Antarctica cruises. Deposit requirements may vary when booking a special offer. Final payment of the balance of your holiday package price is due 120 days prior to departure unless stated in the terms of a special offer. APT reserves the right to request full payment for bookings to carry any passenger where payment has not been received by APT within the specified time. All fares and charges are in Australian currency and is required at the time of booking for reservations made less than 100 days before departure from Australia or New Zealand. If APT is unable to confirm your booking, all monies will be refunded.

**Included in Our Land Tour Price**

All flights within South America as stated in each itinerary, airport transfers on the first and last day of the tour, minimum airport taxes and surcharges for return travel, gratuities for all land travel, coaches, arrangements including local guides, drivers, restaurants, luggage service (one bag) and port charges if applicable.

**Galapagos and Antarctica cruises (with the exception of non-Antarctic cruises aboard Le Soleal and Le Boreal – see below), and services of an APT Tour and/or Cruise Director (as included is indicated in the itinerary).**

**Shore Excursions – Le Boreal & Le Soélad**

Shore excursions are not included on the Le Boreal and Le Soélad. Counselors are responsible for meeting necessary passport and visa requirements and paying all associated costs. APT is not responsible for changes to the availability of excursions. APT reserves the right to make changes to the itinerary or to the services of the APT Tour and/Cruise Director if minimum numbers are not met.

**Flights Within South America**

Economy class flights within South America and airfares included in the price are stated in each itinerary. These flights must be booked by APT and are subject to passenger booking on an interline agreement with LATAM. Surcharge may apply if flying Qantas or any other airline. Airfares are an estimate only and are subject to change without notice. Return airfares are valid at the time of publication. To Havana from Lima is not included on the ICSG03 and ICSG04 and must be purchased as part of the international ticket.

**Travelling With Minors**

Children aged 12 and under are not recommended on tours and cruises. Children under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

**Transfers**

Airport transfers are included on the first and last day of the holiday package, or with pre and post accommodation bookings. No refund will be given for unused transfers. Transfers cannot be re-routed to other pick-up points or destinations. Passengers who miss the pre-booked transfers or a special offer, or is changed after the hotel at their own expense. Some holiday packages include

**Freedom of Choice™ Inclusions**

Minimum and maximum numbers apply on Freedom of Choice excursions. If your first choice of excursion is unavailable you may be asked to choose an alternative.

**BOOKING & PAYING FOR YOUR HOLIDAY**

**Passenger Needing Special Assistance**

APT welcomes passengers with disabilities or special needs provided they are capable of following all necessary advice. Any disability or medical condition requiring special attention must be reported to APT at the time of booking. APT will make reasonable efforts to accommodate the special needs of disabled passengers, but is not responsible for any denial of services by carriers, hotels, trains, restaurants or other independent suppliers, or for any additional associated expenses. Coaches and minibuses are not equipped with wheelchair ramps. Not all river and cruise ships have wheelchair ramps and they are not wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on coaches due to health and safety reasons. If passengers in wheelchair cannot be carried on ramps in ports where the river cruise ship is at anchor, APT is not responsible and unable to provide alternative arrangements. No other travel insurance will replace travel insurance, which we strongly recommend at the time of booking.

**Travelling With Minors**

Children aged 12 and under are not recommended on tours and cruises. Children under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

**Transfers**

Airport transfers are included on the first and last day of the holiday package, or with pre and post accommodation bookings. No refund will be given for unused transfers. Transfers cannot be re-routed to other pick-up points or destinations. Passengers who miss the pre-booked transfers or a special offer, or is changed after the hotel at their own expense. Some holiday packages include

gruppenfahrten in Europa und in Australien, in Afrika und in den USA. Der Preis umfasst die Kabineninkasse und die Kosten für den internen Transport.

**General Information & Conditions**

**Passenger Needing Special Assistance**

APT welcomes passengers with disabilities or special needs provided they are capable of following all necessary advice. Any disability or medical condition requiring special attention must be reported to APT at the time of booking. APT will make reasonable efforts to accommodate the special needs of disabled passengers, but is not responsible for any denial of services by carriers, hotels, trains, restaurants or other independent suppliers, or for any additional associated expenses. Coaches and minibuses are not equipped with wheelchair ramps. Not all river and cruise ships have wheelchair ramps and they are not wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on coaches due to health and safety reasons. If passengers in wheelchair cannot be carried on ramps in ports where the river cruise ship is at anchor, APT is not responsible and unable to provide alternative arrangements. No other travel insurance will replace travel insurance, which we strongly recommend at the time of booking.
Special Requests
Where a special request (e.g. diet, room location, twin or double-bedded room, a particular facility at a hotel, flight seat request, etc.) is important to you in your choice of holiday, you must advise us when your booking is made. APT will pass your request on to the hotel, airline or other supplier who will do their best to accommodate it. However, APT will not be liable to: (a) war, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts; or (b) any acts, events or changes, including but not limited to: (i) flooding, fire, earthquake, landslide, adverse weather conditions, high or low water levels; (ii) nuclear or other natural or industrial disasters; (iii) acts of contamination; or (iv) change in law, meaning, enactment, amendment (including repeal) or other legal or regulatory change. APT will also pass on any dietary requests to your choice of holiday, you must advise us when your

Cancellation Policy

For all holiday packages in this brochure, the following APT cancellation fees apply in relation to changes of any independent supplier e.g. airlines and hotels.

<table>
<thead>
<tr>
<th>Days of Notice</th>
<th>Fee Per Person</th>
<th>Percentage of Holiday Package Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>99-61 days</td>
<td>$200</td>
<td>50%</td>
</tr>
<tr>
<td>60 days or less</td>
<td>$400</td>
<td>100%</td>
</tr>
</tbody>
</table>

All cancellations must be received in writing by APT and are not effective until this notification has been received. If your holiday has commenced, 100% of the full holiday package price will apply (in addition to any costs incurred as a result of the change). Additional cancellation fees may also be charged in respect of accommodation, transport or other included packages. These cancellation fees increase in addition to any fees that may be levied by APT and your travel agent (if any). You acknowledge that the amounts estimated under the Cancellation Policy are reasonable and represent a genuine pre-estimate of APT’s loss. If you request changes after APT has issued your documents, APT may charge you a fee of $70 per person in addition to any applicable cancellation fees.

Cancellation of Ticketed Airfares

An APT cancellation fee of $50 per person applies for ticketed airfares, in addition to any airline cancellation fees that apply.

Changes to Ticketed Airfares

If you wish to amend the date or routing on your ticketed or booked airfares, there is a $125 per person change fee. In addition, a $35 per person change and $85 for any subsequent changes will be charged in addition to airline change fees and additional taxes that are applicable. If, for any reason, a name change to a ticketed Airfare is required, a $125 per person change fee will apply for change in any additional applicable airline fees.

IF WE CHANGE OR CANCEL YOUR HOLIDAY

If we cancel or change your holiday before your departure, APT will refund you all the services confirmed to you at the time of your booking. However, we plan arrangements a long time in advance of your departure date using accommodation, transportation, tours, airlines, hotels, etc. for whom we have no direct control. On occasion changes do have to be made, and APT reserves the right to cancel or amend all or any part of the itinerary accordingly. All tours require a minimum number of bookings in order to be financially viable and to have a pleasant group atmosphere. In the event adequate numbers cannot be achieved, it may be necessary to cancel a scheduled departure and offer the nearest possible alternative date (or a refund of the monies paid for arrangements made by APT).

Brochure Accuracy

Unforeseen schedule changes with flights in South America can be frequent. APT will keep to the brochure itinerary as close as possible. You will be notified of any itinerary changes upon your arrival. Any inclusions, rights, restrictions, or health warnings (if applicable) will not entitle you to cancel or change other arrangements without paying any applicable cancellation fees except where specified in these booking conditions.

Force Majeure

Force Majeure means the occurrence of an event that is beyond APT’s reasonable control and which could not have been reasonably anticipated by APT, including but not limited to: (a) acts of terrorism, war, civil strife, floods, hurricanes, tropical storms, typhoons, earthquakes, landslides, landslides, ashes, adverse weather conditions, high or low water levels, tidal waves or tsunamis; (b) acts of terrorism, war, civil strife, floods, hurricanes, tropical storms, typhoons, earthquakes, landslides, landslides, ashes, adverse weather conditions, high or low water levels, tidal waves or tsunamis; (c) acts of terrorism, war, civil strife, floods, hurricanes, tropical storms, typhoons, earthquakes, landslides, landslides, ashes, adverse weather conditions, high or low water levels, tidal waves or tsunamis; or (d) in change in law, meaning, enactment, amendment (including repeal) or other legal or regulatory change. APT is not responsible for the conduct of the independent service providers, their servants or agents or for any ramifications of that conduct. APT endeavours to provide you with all the services confirmed in your contract with us. Confirmation that a special request has been accommodated does not form part of your contract with us. APT will also pass on any dietary requests to

ON HOLIDAY

Noise & Vibration

APT takes reasonable steps to minimise noise and vibrations on its river and cruise packages and accept that some noise and vibration may be experienced on vessels and that APT is not liable to you for any such noise or vibration.

Local Purchases

APT is not responsible for any items you may purchase locally i.e. jewellery/furniture etc. You acknowledge that you are solely responsible for any import duty or freight costs.

Personal Belongings & Lost Items

For security reasons, you should keep your valuables to a minimum. Only carry the absolute minimum of small, basic essentials such as a change of clothing and toiletries. It is your responsibility to look after your property at all times and you must ensure you are adequately covered by comprehensive travel insurance in the event of any loss.

Disruption to Cruising & Itinerary Arrangements

Itineraries are intended as a guide only and are subject to alteration without notice. Alternations may be necessary for various reasons including, without limitation, road, river or weather conditions, strikes, airline schedule changes or other reasons beyond APT’s control. If conditions render any route unsafe for navigation, APT reserves the right to provide alternative travel arrangements including, but not limited to, accommodation on the docked ship or substitute land arrangements. Itineraries will operate as far as possible as detailed in this brochure. However, APT reserves the right to make any necessary alterations to your itinerary. If, for example, without limitation, if there is a mudslide in Peru, it may be necessary to operate part of the itinerary differently. All independent service providers, their employees, contractors, subcontractors and agents are not responsible for failure to make connections with any other services or attractions beyond our control. APT cannot guarantee exact arrival and departure times for carriers and operators used by APT and APT will not be liable for failure to make connections with any other services or attractions beyond our control.

Images Within This Publication

Note that maps are not to scale.

Golf

APT endeavours to provide you with all the services confirmed in your contract with us. Confirmation that a special request has been accommodated does not form part of your contract with us. APT will also pass on any dietary requests to

ON RETURN FROM YOUR HOLIDAY

Data Protection Policy

Any personal information (including sensitive information and health information) that APT obtains and retains from you or about you is required for various purposes. Our Privacy Policy details why we collect this information, who we may disclose it to (including overseas recipients), and the main consequences of its use. Our Privacy Policy also contains information about how you may seek access to, or correction of, the personal information held about you, and our complaint resolution procedures. Our Privacy Policy is available at www.aptouring.com.au/specialdeals. Any personal information (including sensitive information and health information) that APT obtains and retains from you or about you is required for various purposes. Our Privacy Policy details why we collect this information, who we may disclose it to (including overseas recipients), and the main consequences of its use. Our Privacy Policy also contains information about how you may seek access to, or correction of, the personal information held about you, and our complaint resolution procedures. Our Privacy Policy is available at www.aptouring.com.au/specialdeals. Any personal information (including sensitive information and health information) that APT obtains and retains from you or about you is required for various purposes. Our Privacy Policy details why we collect this information, who we may disclose it to (including overseas recipients), and the main consequences of its use. Our Privacy Policy also contains information about how you may seek access to, or correction of, the personal information held about you, and our complaint resolution procedures. Our Privacy Policy is available at www.aptouring.com.au/specialdeals.