**General Information & Conditions**

**The following terms and conditions ("booking conditions") form the basis of your contract with Australian Pacific Touring Pty Ltd ("APT"), unless otherwise specified. Please review carefully and note the details, terms and conditions that apply to your expec**

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

**Before You Book**

**Prices – Deposits – Discounts – Payments**
You have the right to cancel your booking at any time, unless it is varied by advertising, at least 30 days prior to departure date for all monies will be refunded. The festivities may temporarily disrupt your vacation and some religious holidays may result in a reduction of facilities and entertainment.

**Superdeals, Fly Deals and Special Offers**
Special Deals and Special Offers other than those advertised in this brochure may be used to purchase your holiday package. These new special deals/offers do not apply to existing bookings unless otherwise stated.

**BOOKING & PAYING FOR YOUR HOLIDAY**
Airfare
Air travel is arranged with independent airlines. APT will arrange air travel as advertised in connection with your holiday package. All airfares are subject to availability and airfare reductions. Airfares will be booked and ticketed upon receipt of your deposit to avoid tax or price increase. Airports vary for each departure point and route. Airfare Airfares are subject to change without notice. Once air tickets are issued, airline amendment and/or cancellation fees will apply and, in some cases, are non-refundable. Name changes and voluntary date changes will incur fees. APT is not liable for delays or changes of air travel. Airfares are given as a guideline only and will be no other liability and will not be responsible for the refund of any services booked in conjunction with the flights.

**Out of Date Range Flights**
If airlines have not published their schedule at the time this brochure was printed or at the time of booking, APT will estimate the cost of airfares connected with your holiday package. When the airline releases flight inventory and airfares, APT will confirm seatings and pricing to you by email once prices are confirmed. Once flights have been confirmed by you and payment has been received, APT will issue your ticket/s.

**APT Deposit Cancellation Peace of Mind**
Applicable when an upfront fee of $75 per person is paid with your deposit. The holiday package can be cancelled prior to the time if payments have been made and will be refunded in full. APT holding credit to be used for future bookings. If Deposit Cancellation Peace of Mind is claimed, monies held must be used on a future cruise or tour and cannot be redeemed against the original cruise or tour departure date. Deposit held in credit will exclude fees imposed by third parties, including but not limited to air travel, rail travel and hotels. When booking airfares through APT (including when taking advantage of a special offer that includes air travel), standard air booking conditions will apply. In some cases, airfares will be non-refundable. In the event of cancellation, these fees will be at the airline’s discretion and therefore, the credit being held. APT Deposit Cancellation Peace of Mind applies to new bookings only and is only valid up to 100 days prior to your original cruise or tour departure date. The credit can be used on future bookings and any unused credit will be held as a credit on your APT held credit card. All credit cards will incur the original cancellation conditions as per this brochure. This does not replace travel insurance, which we strongly recommend at the time of booking.

**Travel Insurance**
Travel Insurance is not included in your holiday package. For peace of mind we strongly recommend that you purchase comprehensive travel insurance at the time of booking that includes (without limitation) coverage for medical expenses, loss of luggage, cruise and land content, and airfare charges that may occur due to cancellation, disruption, loss of deposit or strikes.

**Travel Information and Documents**
After booking you will receive an invoice with all important information relevant to your holiday package. We strongly recommend you check the invoice thoroughly and read the included information. Please ensure that you check your flight timings carefully on your tickets, particularly early am departures. Approximately 21 days before your departure date, you will receive your final itinerary together with your final e-ticket for all travel. Your e-tickets will be sent to the address we have on file at the time of booking. APT will not be responsible for any travel documents that you have not requested.

**Special Requests**
Where a special request (e.g. diet, room location, twin or double bedroom, a particular facility at a hotel, flight seat requests and/or particular meals) is an important factor in your choice of holiday, you must advise us when booking your package. APT will make every effort to meet your requests where possible and will try to accommodate your requests. However, as some requests cannot be guaranteed, APT will not be held responsible should these requests not be met. During the voyage phase, your cruise director has the responsibility for the implementation of your special request, unless the special request is provided in the form of a special request card. APT reserves the right to refuse any special requests that are not reasonably practicable to meet, unless and until specifically confirmed, all special requests are subject to availability.

**Credit Card Surcharge**
If you pay APT by credit card or credit card surcharges of between 1% and 3% will be added to your tour price.
Changes or Additions to Your Holiday
If you want to change any part of your holiday arrangements after confirmation, APT does not have the ability to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking, or by a travel agent on their own behalf. Such changes will be subject to an administration charge and payment of any extra costs incurred as a result of the change.

Cancellation Policy
For all holiday packages in this brochure, the following APT booking fees will apply:

- Days of Notice Fee Per Person
  - 100 days or more: Loss of deposit
  - 99-61 days: 50% of holiday package price
  - 60 days or less: 100% of holiday package price

All cancellations must be received in writing by APT and are not effective until this notification has been received. If your holiday is not confirmed, and APT is unable to provide the holiday as booked, there is no refund for unused services or if portions of the holiday package are missed. Additional cancellation fees may also be charged in respect of accommodation reserved outside the holiday package dates. These cancellation fees are 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 $700 per person in addition to any applicable cancellation fees.

Force Majeure
Force Majeure means the occurrence of an event that is beyond APT’s control, which could not have been reasonably prevented by APT, which includes, but is not limited to: (a) war, armed conflict, natural disaster, riot, civil strife, industrial dispute, embargo or the threat thereof of any kind; (b) nuclear or other industrial accident causing environmental pollution or contamination; or (c) change in law, money laundering (including reporting requirements), law or administration of any law in Australia or any jurisdiction or territory relevant to the booking contract, which includes changes in tax law, regulations, licence, law, declaration, licence and the common law as applicable from time to time.

Termination of Booking Contract or Change of Travel Arrangements
In the event of a Force Majeure:

- If APT, in its reasonable opinion, considers that any Force Majeure event prevents APT (whether directly or through its employees, contractors, subcontractors, suppliers or a third party) from providing any products or services subject of the booking contract, will cancel the bookings by written notification: (a) terminate the booking contract (in whole or in part); or (b) change your travel arrangements as reasonably practicable to ensure your safety and invite you for any additional costs.

Limitation of Liability in the Event of Force Majeure
In the event that APT cancels or changes your travel arrangements in any way due to a Force Majeure event, APT will not be liable to you in contract, tort, statutory or in respect to any monies paid to your travel agent or otherwise in respect of the holiday packages contained in this brochure. APT’s entire liability in respect of booking these bookings shall be limited to the total booking price paid for these bookings and your sole remedy in these circumstances will be restricted to: (a) a refund of the total booking price paid for these bookings; or (b) change your travel arrangements as reasonably practicable to ensure your safety and invite you for any additional costs.

Cancellation of Ticketed Airfares
An APT cancellation fee of $50 per person applies for ticketed airfares, in addition to any airline cancellation fees that are applicable.

Changes to Ticketed Airfares
If you wish to amend the date or routing on your ticketed air booking, an APT amendment fee of $30 per person for the first change and $85 for any subsequent changes will be charged. In addition, all additional taxes are payable. If applicable, any change to a ticketed airfare is intended as a guide only. Deviations to the planned cruise/ tour itinerary are unavoidable due to weather conditions, ship operations, mechanical breakdowns or any other reasons beyond our control. APT will not be liable to refund any part of the deposit or purchase price paid by you if: (1) APT subsequently cancels or changes your travel arrangements; or (2) your travel agent has cancelled or changed your travel arrangements.

APT reserves the right to change ticketed airfares unilaterally and beyond APT’s control. It is your responsibility to purchase travel insurance to cover all possible situations and against these risks.

Cancelling a Passenger or a Passenger’s Luggage
If you want to cancel your holiday, you can do so by contacting your travel agent. Additional cancellation fees may apply.

APT reserves the right to cancel a scheduled departure and to offer the nearest possible alternative if, in APT’s reasonable opinion, it is not possible to operate the holiday as booked. APT will not be liable for failure to make connections with any other services or attractions beyond its control. If accommodation has been arranged on a self-guided holiday, APT reserves the right to substitute hotels with alternative accommodation of a similar standard.

Changes to Weather
Sometimes due to elements beyond APT’s control, it may be necessary to cancel a scheduled departure or to offer the nearest possible alternative or to offer a package as an off-crew alternative. The weather conditions are usually fixed four to eight weeks prior to departure. Due to the remote nature of expedition travel, sometimes weather conditions beyond APT’s control may result in substantial delays or changes to the itinerary. APT will not be liable for the cost of any additional travel or other costs that may arise.

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