General Information & Conditions

The following terms and conditions (‘booking conditions’) form the basis of your contract with Australian Pacific Touring Pty Ltd (APT), its agents, suppliers, carriers, airlines, hotels and other parties. By accepting the booking conditions, you agree that you will abide by the terms of the booking conditions set out below. The booking conditions are governed by the law in force in Victoria, Australia.

**1. Cancellation**

You are responsible for your own health and fitness to participate in your tour and/or cruise. If a participant is not able to participate due to illness, APT will use its best efforts to re-route the participant to another cruise. All costs associated with a change to another cruise will be borne by the participant.

APT reserves the right to cancel a tour or cruise on medical grounds. APT will provide your original deposit in accordance with the deposit conditions set out below.

**2. Refund of Monies**

The above conditions apply subject to the original deposit being held in credit by APT.

**3. Travel Insurance**

Travel insurance is not included in your holiday package. It is your responsibility to arrange travel insurance that provides you with comprehensive travel insurance that includes (without limitation) travel cancellation, medical evacuation, repatriation, baggage, luggage and baggage loss or damage to luggage, cruise and land content and airfare costs.

APT recommends that you take out travel insurance to cover any unforeseen circumstances that may affect your journey, such as strikes, accidents, delays, etc. APT is not responsible for loss of deposits or monies paid to third parties, including but not limited to, airlines, hotels, or travel agents.

**4. Travel Advice**

It is your responsibility to ensure that you have read and understood the travel advice for your destination, as published by the Australian Government Department of Foreign Affairs and Trade (DFAT) or any other appropriate government body.

**5. Special Requests**

Any special requests, such as dietary requirements, must be made at the time of booking. APT will do its best to accommodate these requests, subject to availability. APT cannot guarantee that all requests will be honoured.

**6. Change in Itinerary**

If APT is unable to provide the services included in your tour or cruise, APT will provide you with a substitute arrangement of equal or higher value, subject to the availability of such arrangements.

**7. Additional Costs**

In the event of any additional costs incurred, APT will provide you with a receipt and invoice for the additional costs.

**8. No Refund/No Show**

If you fail to attend any part of your tour or cruise, no refund will be given. APT reserves the right to refuse to accept any future bookings from that customer.

**9. Cancellation of Tour or Cruise**

In the event of a cancellation by APT, you will be entitled to a full refund of all monies paid to APT.

**10. Refunds for Airfares**

If airfares are included in your holiday package, any unused airfares will be refunded. APT may make changes to airfares at any time, subject to the availability of airfares.

**11. Additional Charges**

Any additional charges incurred by you during your tour or cruise will be your responsibility.

**12. Special Offers**

Special offers may apply. It is your responsibility to read the terms and conditions of any special offer before accepting it.

**13. Special Request Cancellations**

Any special requests must be made in writing to APT and are subject to availability. APT reserves the right to refuse to accept any special requests if, in its opinion, the request is not reasonable.

**14. Supreme Court of Victoria**

In the event of any dispute arising out of or in connection with these booking conditions, the Supreme Court of Victoria will have jurisdiction to hear and determine such dispute.

APT reserves the right to change any part of your tour or cruise without notice, subject to the availability of alternative arrangements.

**15. Security**

APT has its own security arrangements in place to ensure the safety and security of its passengers. APT will not be liable for any loss or damage to luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other fluctuation, loss of deposit and strikes is mandatory and forms part of your booking contract.”

**16. Brochure Information**

The information contained in the brochure is subject to change without notice. APT reserves the right to cancel or change any part of your tour or cruise without notice, subject to the availability of alternative arrangements.

**17. Payment**

The final payment for your tour or cruise must be made in accordance with the terms and conditions set out in your travel documents.

**18. Travel Insurance**

It is your responsibility to ensure that you have read and understood the terms and conditions of your travel insurance policy.

**19. Responsibility of APT**

APT will not be liable for any loss or damage to luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other fluctuation, loss of deposit and strikes is mandatory and forms part of your booking contract.”

**20. Full Payment**

APT will not be liable for any loss or damage to luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other fluctuation, loss of deposit and strikes is mandatory and forms part of your booking contract.”

**21. Itinerary**

The itinerary is subject to change without notice. APT reserves the right to cancel or change any part of your tour or cruise without notice, subject to the availability of alternative arrangements.

**22. Payment for Airfares**

If airfares are included in your holiday package, any unused airfares will be refunded. APT may make changes to airfares at any time, subject to the availability of airfares.

**23. Changes to Prerogatives**

APT reserves the right to make changes to its prerogatives at any time, subject to the availability of alternative arrangements.

**24. Special Requests**

Any special requests must be made in writing to APT and are subject to availability. APT reserves the right to refuse to accept any special requests if, in its opinion, the request is not reasonable.

**25. Cancellation of Tour or Cruise**

In the event of a cancellation by APT, you will be entitled to a full refund of all monies paid to APT.

**26. Refunds for Airfares**

If airfares are included in your holiday package, any unused airfares will be refunded. APT may make changes to airfares at any time, subject to the availability of airfares.

**27. Additional Charges**

Any additional charges incurred by you during your tour or cruise will be your responsibility.

**28. Special Offers**

Special offers may apply. It is your responsibility to read the terms and conditions of any special offer before accepting it.

**29. Special Request Cancellations**

Any special requests must be made in writing to APT and are subject to availability. APT reserves the right to refuse to accept any special requests if, in its opinion, the request is not reasonable.

**30. Supreme Court of Victoria**

In the event of any dispute arising out of or in connection with these booking conditions, the Supreme Court of Victoria will have jurisdiction to hear and determine such dispute.

APT reserves the right to change any part of your tour or cruise without notice, subject to the availability of alternative arrangements.

**31. Security**

APT has its own security arrangements in place to ensure the safety and security of its passengers. APT will not be liable for any loss or damage to luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other fluctuation, loss of deposit and strikes is mandatory and forms part of your booking contract.”

**32. Full Payment**

APT will not be liable for any loss or damage to luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other fluctuation, loss of deposit and strikes is mandatory and forms part of your booking contract.”

**33. Itinerary**

The itinerary is subject to change without notice. APT reserves the right to cancel or change any part of your tour or cruise without notice, subject to the availability of alternative arrangements.

**34. Payment for Airfares**

If airfares are included in your holiday package, any unused airfares will be refunded. APT may make changes to airfares at any time, subject to the availability of airfares.

**35. Changes to Prerogatives**

APT reserves the right to make changes to its prerogatives at any time, subject to the availability of alternative arrangements.

**36. Special Requests**

Any special requests must be made in writing to APT and are subject to availability. APT reserves the right to refuse to accept any special requests if, in its opinion, the request is not reasonable.

**37. Cancellation of Tour or Cruise**

In the event of a cancellation by APT, you will be entitled to a full refund of all monies paid to APT.

**38. Refunds for Airfares**

If airfares are included in your holiday package, any unused airfares will be refunded. APT may make changes to airfares at any time, subject to the availability of airfares.

**39. Additional Charges**

Any additional charges incurred by you during your tour or cruise will be your responsibility.

**40. Special Offers**

Special offers may apply. It is your responsibility to read the terms and conditions of any special offer before accepting it.

**41. Special Request Cancellations**

Any special requests must be made in writing to APT and are subject to availability. APT reserves the right to refuse to accept any special requests if, in its opinion, the request is not reasonable.
It may be necessary to cancel a scheduled departure and offer the
airline accommodation fees that are applicable.

Changes to Ticketed Airfares
If you change your journey or routing on your ticketed air
booking, an amendment fee of $30 per person for the first
change and $55 for any subsequent changes will be charged in
addition to all change fees and additional taxes that are applicable. If
for any reason, a name change to a ticketed Airfares is required, a $25 per person name change fee will apply for every
change in addition to any airline cancellation fees.

Changes or Additions to your Holiday
If you want to change any part of your holiday arrangements after
your booking has been confirmed, we will do our best to make the
change, but it may not be possible. Any request for changes must be
made in writing. APT does not entrust the person original booking, or
or his or her travel agent. If it is possible for APT to make the
change, it subject to an administration charge and payment of any further
costs related as a result of the change.

Cancelling your holiday

You may cancel your holiday at any time provided you notify
APT in writing. In these circumstances, APT will endeavour to notify you of any significant changes prior to
your departure.

Flight Changes
The flight times shown in our brochure, on our website and
detected on your itinerary. For Kimberley cruises, there are no luggage
limits. Each passenger on a tour of six days or longer will receive
an Adventure Pack including basic essentials such as a change of clothing and toiletries.

We offer no refund for unused services if you leave your
holiday early. 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 price is charged. There is no refund for unused services if portions of the
holiday package are missed. Additional cancellation fees may also be charged in respect of accommodation reserved or
used during 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
Cancelling Policy are reasonable and represent a genuine pre-
determination of damages reasonably incurred by APT to
protect the legitimate interests of APT. If you request changes
after APT has issued your documents, APT may charge you an
administration and processing fee of $70 per person in addition to
any applicable cancellation fees.

IF WE CHANGE OR CANCEL YOUR HOLIDAY
Brochure Accuracy
APT takes reasonable steps to ensure that the information given
in the brochure about accommodation, itineraries etc., is correct
to the best of its knowledge at the time of going to press however,
administrative, financial and other circumstances may change or
without notice. Alterations may be necessary for reasons beyond our
control. If conditions render any routes unsafe for navigation, APT
cannot guarantee exact arrival and departure times for carrers and
operators used by APT and APT will not be liable for failure to
make connections with any other services or attractions beyond its
control.

GENERAL INFORMATION
Data Protection Policy
Any personal information (including sensitive information and
health information) that APT obtains and retains from you or about you is necessary for our business purposes. Our Privacy
Policy details why we collect information, how we use and disclose it to (including overseas recipients), and the main
consequences of not complying with this Privacy Policy. 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/privacy or by request to us. By providing
personal or other information to us, you are agreeing to the
terms of our Privacy Policy.

Limitation of Liability
1. Our holiday packages include the services of independent
operators, such as hotels, airlines, cruise companies and other
operators, who are not agents, servants or employees of APT. Although
we take care in selecting the independent service
providers, such as hoteliers, airlines, cruise companies and other
operators used by APT and APT will not be liable for failure to

APT takes reasonable steps to minimise noise and vibrations
on board your vessel. APT does not employ medical staff on ships or at our
destinations where the consumption of alcohol is not permitted.

Responsible Service of Alcohol
We are trained in the Responsible Service of Alcohol and are
obligated by law to refuse service to any guest who, in their
reasonable opinion, appears to be or is intoxicated, or behaves
in an aggressive or offensive manner. There are some remote
destinations where the consumption of alcohol is not permitted.

Medical Assistance
APT does not employ medical staff on ships or at our
accommodation, with the exception of the MS Californian
Sky and MS Island Sky. If you require medical assistance, local
medical services can be contacted immediately. You are
responsible for all charges that result from a visiting a medical facility
for a medical purpose. You agree to pay the costs of the medical
services you receive.

APT Club
Details including the range of benefits are available on our website

Smoking
For other passengers' comfort there is no smoking in vehicles or

Advance Directions
Each passenger on a tour of six days or longer will receive an adventure pack including items for your tour.

Service Enquiries
If a problem occurs during your holiday you should, in your
own discretion, advise your Driver-Guide, Tour Director or Cruise Director
so that we can be taken to solve the matter. If you are dissatisfied, any complaint must be made in writing to APT within 30 days.

Luggage Limits
Touring is conducted in small 4WD vehicles with limited luggage capacity.
Each passenger must limit their luggage to one medium soft bag or suitcase weighing no more than 15kg (33 lbs approx) and with dimensions of no more than 66cm long x
35cm wide x 32cm high. Cameras, etc., should be carried separately. Should you have excess luggage, it is your responsibility to organise for this to be forwarded to your final destination. For Kimberley cruises, there are no luggage restrictions. Air travel within the Kimberley is in small aircraft for
which luggage must comply with a strict total weight limit of 10kg per
person. Weight restrictions also apply to passengers - weight details are required upon booking. Horizontal Falls has a weight limit of
10kg per person. The camel excursions on the Biscuit Downs Holiday
package has a weight limit of 10kg per person.

Maps With This Publication
Note that maps may not be to scale.

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