### General Information & Conditions

The following terms and conditions (‘booking conditions’) form the basis of your contract with Australian Pacific Touring Pty Ltd (‘APT’). You agree to these booking conditions with your respective rights and obligations. By asking us to confirm your booking, you agree to all of these booking conditions except as otherwise indicated by you, and which we agree to make, provide or perform (as applicable) as a direct result of an agreement with you. Before these booking conditions to your holiday package are reference to the tour or cruise package you have booked with APT, Reference to ‘excursions’ are references to short trips or tours included or as available as part of your holiday package.

#### Governing Law

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

#### Payment Procedures

**Prices – Discounts – Payments**

Prices listed in this brochure are valid at the time of publication but are subject to change. They may be varied by advertising and special offers after the publication date or for any reason, including without limitation, to cover changes in government taxes and surcharges, fuel surcharges, airline charges, a fare major event or other material increases by the operators. The latest price may be found on our website – www.aptouring.com.au. Prices will be confirmed at time of booking and honoured for up to seven days. Once the security deposit is paid the price will be guaranteed.

A $1000 security deposit per person, per holiday package is required within seven days of booking confirmation. For all Australia tours, the holiday package price is required within seven days of booking confirmation. Dates are confirmed once the booking package is confirmed. APT endeavours to offer the best possible itinerary in each destination to ensure that passengers enjoy high levels of cleanliness, comfort and service. The hotels listed in this brochure will be used on all APT tours. However, if a change is necessary for any reason, APT will endeavour to ensure that alternative accommodation is of an equivalent standard to those shown. Hotel rooms are generally not available for check-in before 3:00pm and require check-out by 10:00am.

**Tour or Cruise Itinerary**

Accommodation in all hotels, regardless of the rating, is in standard rooms (sometimes with single beds). Baggage and doubles unless otherwise stated. Shared twin and triple rooms are not available on small group itineraries.

#### Passengers' Special Needs Assistance

APT welcomes the special needs of disabled passengers however please note the following. Any disability or medical condition requiring special attention must be reported to APT at the time of booking including all important information relating to your health, mobility and fitness which may affect your partial or total participation in the cruise or tour. APT is unable to provide individual assistance to any passenger who does not have travel insurance or is self-catering for accommodation arrangements. However, a responsible companion or a wheelchair, assistance with dressing or assistance with walking), you must travel with a companion capable of providing the required assistance or care. 3. While APT will make reasonable efforts to accommodate the special needs of disabled passengers, it is not responsible for any delay of services by any third party entities if it has travel arrangements with, such carriers, hotels, trains, restaurants or other independent suppliers, or for any additional expenses charges by those parties.

**Inclusion in Holiday Package Price**

All coach and travel, accommodation, airfares (if indicated in your itinerary) to and from Australia. All internal flights must be booked by APT. Where a special request (e.g. diet, room location, twin or double beds, smoking or non-smoking), is never guaranteed and are subject to change at the airline’s discretion. Economy flights within Australia and airline tickets are included in the price. This applies only to an international ticket to South Africa with South African Airways. All internal flights must be booked by APT. Economy flights within South America and airline tickets are included in the price as stated in each itinerary. These flights must be booked by APT and are subject to passengers booking an air ticket to South America with LATAM. Surcharge will apply when flying Qantas or any other airline. Airline taxes are an estimate only and are subject to change at the airline’s discretion. Internal air prices are valid at the time of publication.

**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 and will endeavour to give you the best available fare. APT will confirm seats and pricing by you sending you an updated invoice. Once flights have been confirmed and payment has been received APT will issue your ticket/s.

**APT Deposit Cancellation Peace of Mind – APT Deposit Protection Guarantee**

If you have paid an upfront fee of $95 per person is paid with your deposit. The holiday package can be cancelled prior to the final payment date and your deposit will be retained as an ‘holding credit’ to be applied against future bookings. APT Deposit Cancellation Peace of Mind is claimed, monies held will be used on or around your chosen holiday package’s departure. APT will hold the original cruise or tour departure date. Deposit held in credit will be refunded by third parties, including but not limited to, the credit card company, travel and insurance providers, APT (including when taking advantage of a special offer that includes a travel credit towards a future holiday) and satisfying these terms. In some cases, airlines will be non-refundable. In the event of cancellation, these fees will be deducted from the deposit paid and therefore the credit balance will be applied in full against future bookings. In the event of a full refund, the credit balance will be refunded and a copy of the confirmation confirmation invoice or any other document related to your holiday package. We strongly recommend that you check the details carefully and read the inclusion of the special request on your confirmation invoice or other documentation related to your holiday package. We strongly recommend that you check the details carefully and read the inclusion of the special request on your confirmation invoice or other documentation related to your holiday package.
confirmation that the request will, or can, be met. Unless and until specifically confirmed, all special requests are subject to availability at the time of booking and may incur additional charges.

Credit Card Surcharges
If you pay APT by credit card credit card surcharges of up to 3% of the total fare per person will be added to your tour fare. IF YOU WANT TO CHANGE OR CANCEL YOUR HOLIDAY

Changes or Additions to Your Holiday
If you want to change any part of your holiday arrangements after it has been confirmed, you will be asked to pay for any alteration that we make to your booking. APT has the right to refuse any request for change or alteration without notice. In some cases, it may be possible to make changes to your booking, but it may not be possible. Any request for changes made after the due date for submitting a written request for a change or cancellation will be charged at the standard rate. Any special requests made less than 60 days before arrival and your booking is confirmed are subject to availability and should be confirmed in writing. APT will not be responsible for any changes that are not confirmed in writing.

If you request changes after APT has issued your documents, an APT amendment fee of $30 per person for the first request and $50 per person for any subsequent request will be charged. In addition, an airline may charge a fee for name changes. If you request changes after APT has issued your documents, a change fee will apply for every change in addition to any applicable airline fees. 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

APT does not employ medical staff on our tours. If you require medical attention, local medical services can be contacted immediately. You are responsible for all charges that result from you or about you is necessary for our business purposes. APT is not liable to you for any costs associated with such a decision.

Acceptance
APT accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detriment, delay (including mechanical breakdown), force majeure or any consequential or other costs or expenses, which may arise as a result of any change.

In the event of a force majeure event making it impossible or unsafe for APT to deliver all or part of the Holiday Package, APT will refund the customer for the unperformed part of the Holiday Package less any reasonable losses incurred before cancellation. Losses may amount to a substantial proportion of the booking price. APT will use reasonable endeavours to minimise losses incurred by customers. APT is not responsible for any consequences of travel insurance or any costs associated with your decision.

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General Information & Conditions

APT is not responsible for any damge, theft, loss of or from baggage or luggage, or for any consequential or other costs or expenses, which may arise as a result of any change.

Luggage Limits

Each passenger is entitled to take one piece of luggage that does not exceed 60cm (23 inches) or weigh more than 30kg (66 pounds). For APT North America, each passenger is entitled to take one piece of luggage that does not exceed 100cm (36 inches), weight limit 25 kg (57 lb). For Asia and New Zealand, each passenger is entitled to take one piece of luggage that does not exceed 20kg (44 pounds). Dimensions for checked baggage are calculated as the sum of the longest plus the widest plus the height, measured at the greatest point of the piece of baggage. An extra charge will be imposed to cover portage handling of any additional luggage. Your Tour Director will advise you of the exact condition, or contributed to by any flood or water level events or such other special events and conditions as APT may determine in exercise of our discretion. In some destinations, passengers rotate seats in the coach daily

Travel Arrangements

APT will not be responsible for the type or quality of the medical services you may receive. APT Club

APT may advise you of any significant changes as soon as it is informed by the airline or any travel service provider without paying any applicable cancellation fees except where specified in these booking conditions.

Registering Conditions

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Registration

APT does not employ medical staff on our tours. If you require medical attention, local medical services can be contacted immediately. You are responsible for all charges that result from you or about you is necessary for our business purposes. APT is not liable to you for any costs associated with such a decision and you will not be refunded for any part of the holiday package.

3. APT accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detriment, delay (including mechanical breakdown), force majeure or any consequential or other costs or expenses, which may arise as a result of any change.

4. Any term, condition or warranty expressed or implied by statute or otherwise in respect of the holiday packages contained in this brochure or the tours to which they relate are excluded to the full extent permitted by law. Nothing in these booking conditions excludes, restricts or modifies the application of the Competition and Consumer Act 2010 (Cth) as amended, considered, supplemented or replaced.

5. To the full extent permitted by law, APT’s liability arising under or in connection with these booking conditions are: (a) limited to the re-supply of the services or the payment of the cost of re-supply of the services or to you and (b) limited to any direct costs or losses suffered by you or any third party, however caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other person.

6. Your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of receipt of monies. Receipt of deposits and subsequent payments by the travel agent does not constitute receipt of those monies by us and the travel agent has no authority expressed or implied to receive monies on our behalf. There is no liability on the part of APT in respect to any monies paid to your travel agent unless and until APT notifies you (by way of a booking confirmation advice or payment receipt advice) that monies have been received.

7. APT will use reasonable endeavours to minimise losses incurred by customers. APT is not responsible for any consequences of travel insurance or any costs associated with your decision.

8. APT Club

APT does not employ medical staff on our tours. If you require medical attention, local medical services can be contacted immediately. You are responsible for all charges that result from you or about you is necessary for our business purposes. APT is not liable to you for any costs associated with such a decision and you will not be refunded for any part of the holiday package.

9. APT accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detriment, delay (including mechanical breakdown), force majeure or any consequential or other costs or expenses, which may arise as a result of any change. APT will not be responsible for any changes that are not confirmed in writing. APT is not responsible for the type or quality of the medical services you may receive. APT Club

1. This clause applies to bookings made through travel agents. APT Club

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2. If in the opinion of any representative of APT, your mental or physical condition, or general behaviour is such as to affect your own health and safety, render you incapable to care for yourself, or contribute to or result in you becoming objectionable to other passengers

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