

# GENERAL INFORMATION & CONDITIONS

The following terms and conditions ('booking conditions') form the basis of your contract with Australian Pacific Touring Pty Ltd ('APT', 'we' or 'our'). Please read them carefully as they set out your and our respective rights and obligations. By asking us to confirm your booking, we 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 you agree to them applying to 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 references to the tour package 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

### Prices - Deposits - Discounts - Payments

Your booking price will be set out in this brochure unless it is varied by advertising or a special offer, or is changed after the publication date for any reason, including without limitation, to cover changes in government taxes and charges, exchange rate variations, fuel surcharges, airline charges, a force majeure event or other material increases by suppliers. Once you pay your deposit your holiday package price is guaranteed (except for any changes resulting from a force majeure event - see below). A \$200 security deposit per person, per holiday package is required within seven days of booking. For cruise holiday packages a 20% non refundable deposit is required within seven days of booking. Deposit requirements may vary when booking a special offer. Final payment of the balance of your holiday package price is due 100 days prior to departure unless stated in the terms of a special offer. APT reserves the right to cancel any ticket or booking or to refuse to carry any passenger where payment has not been received by APT within the specified time. All fares and charges are in Australian currency. Payment in full is required at time of booking for reservations made less than 100 days before departure from Australia. If APT is unable to confirm your reservation, all monies will be refunded. Hotels may apply surcharges for late booking requests.

### Travelling with Minors

Children under 15: When sharing with one adult 20% off the coach fare. Children under 12 years of age are not recommended to participate in a coach tour. Children under 18 years must be accompanied by an adult.

### Included in Holiday Package Price

All coach and travel, accommodation, airport transfers on the first and last day, sightseeing, specified excursions, meals, tour, admissions and the services of a tour director (if minimum numbers are not met, the tour director's duties may be covered by a driver guide) as stated in your itinerary.

### Not Included in Holiday Package Price

Airfares (unless stated), airport taxes, laundry, passport and visa fees, gratuities, food not on the regular table d'hôte menu, drinks may or may not be included as indicated in your itinerary, excess baggage, fuel surcharges and optional excursions and gratuities not specified in your itinerary.

### Transfers

Airport transfers are included on the first and last day of the holiday package at designated times. 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 must make their own way to/from the hotel at their own expense. A group transfer is generally a shared transfer and the type of vehicle used will normally be dependent upon the size of the group.

### Choosing Your Holiday

The holidays contained within this brochure are for departures between 1 September 2018 and 31 August 2019. To maximise your enjoyment of your APT holiday and to ensure that it lives up to your expectations, it is important that you choose the right holiday package for you. Our brochures contain limited information, however, there is more information online at [www.aptouring.com.au](http://www.aptouring.com.au) and our qualified staff are available to discuss your options.

### Hotels

In more remote places, hotel standards may not be quite as high as in major centres. APT endeavours to utilise the most suitable accommodation available 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 almost all holiday packages, 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.

### Twin or Double Rooms

Accommodation in all hotels, regardless of the rating, is in standard rooms (sometimes named superior/deluxe) based on twins or doubles unless otherwise stated. Twin share match up is not available on cruise packages.

### Triple Rooms

Triple room prices are subject to availability and based on existing room size, hotel bedding (twin/double beds) and the third bed may be a rollaway. Triple share is not available on cruise packages.

### Solo Travellers

A limited number of single rooms may be available by request at time of booking your holiday package. Guests have to pay a solo supplement upgrade should they no longer wish to share with someone during the tour.

### Share Twin Guarantee for Solo Travellers

To qualify for this offer, you must be willing not to smoke in your rooms, and accept that compatibility with your roommate cannot be guaranteed.

### Passengers Needing Special Assistance

APT welcomes passengers with disabilities or special needs provided they are accompanied by a companion capable of providing all necessary assistance. 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. Wheelchairs and walkers cannot be carried on coaches, due to space limitations. APT is unable to provide individual assistance to any passenger for walking, dining, boarding or alighting coaches or other transportation vehicles or other personal needs. A Health, Fitness & Mobility Questionnaire will be provided and requested to be completed at the time of booking if you advise of any health, fitness or mobility issues. APT is not liable for any injury, illness, or loss of enjoyment which could have been reasonably prevented had we been made aware of a pre-existing condition and been provided an opportunity to review it. We will not be responsible for any costs associated with cancellation penalties or the return of passengers from a tour, and a refund for lost touring cannot be claimed.

### Health & Fitness

A good level of fitness and health is required to participate on APT's holiday packages. In some destinations there are extensive sightseeing excursions by foot and which includes climbing of stairs. Mobility is needed boarding or disembarking coaches. We recommend a visit to the doctor and dentist before travelling to overseas destinations. It is your responsibility to advise APT of any pre-existing medical conditions that may affect the normal conduct of a holiday package and the enjoyment of other passengers.

### Freedom of Choice™ & Signature Invitation Excursions

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

### Public Holidays & Festivals

Virtually all countries have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays may result in a reduction of facilities and entertainment.

### SuperDeals & Special Offers

Conditions Apply. For full terms and conditions relating to any SuperDeal or special offer on your booking, please go to [www.aptouring.com.au/specialdeals](http://www.aptouring.com.au/specialdeals).

### Other Special Offers

Special Deals and Special Offers other than those advertised in the brochure may be promoted by APT after the brochure is released. These new special deals/offers do not apply to existing bookings unless otherwise stated.

## BOOKING & PAYING FOR YOUR HOLIDAY

### APT Deposit Cancellation Peace of Mind

Applicable when 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 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 tour and cannot be redeemed against the original 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 airline cancellation fees will apply. In some cases, airfares will be non-refundable. In the event of cancellation, these fees will be deducted from the deposit paid, and therefore the credit being held. APT Deposit Cancellation Peace of Mind applies to new bookings only and is only valid up until 100 days prior to travel. After three years, unused credit funds will incur the original cancellation conditions as per brochure. This does not replace travel insurance, which you are required to purchase at the time of booking.

### Travel Insurance

Travel Insurance is not included in your holiday package. You are required to purchase comprehensive travel insurance that includes (without limitation) coverage for the full cost of your holiday package, medical expenses, loss of luggage, land content and airfare charges that may occur due to cancellation, impossibility of performance or other frustration, disruption, loss of deposit or strikes, and provide a copy to us.

### Travel Information & Documents

After booking you will receive an invoice with all important information relevant to your holiday package. We strongly recommend you check the details carefully and read the included information. Please ensure that you check your flight timings carefully on your tickets, particularly early air departures. Approximately 21 days before departure you will receive your e-ticket together with your final itinerary. However in the case of late bookings, charges or late payment, tickets may be booked to you.

### Special Requests

Where a special request (e.g. diet, room location, twin or double bedded room, 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 your booking is made. APT will pass your request onto the hotel, airline or other supplier but cannot guarantee that it will be accommodated. APT will also pass on any dietary requests to the airline but we strongly recommend that you check directly with the airline once your tickets have been issued. The provision of any special request does not constitute a term of your contract with us. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

### Credit Card Surcharges

If you pay APT by credit card, a surcharge of between 1% and 3% will be added your tour price.

## 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 the invoice has been issued, we will do our best 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 his or her travel agent. If it is possible to make the change, it will be subject to an administration charge and payment of any further costs incurred as a result of the change.

### Cancellation Policy

For all holiday packages in this brochure, the following APT cancellation fees apply:

Days of Notice:	Fee Per Person
100 days or more	Loss of deposit
99-81 days	35% of holiday package price
80-61 days	50% of holiday package price
60-0 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 has commenced, 100% of the full holiday package price is charged. 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 and are otherwise reasonably necessary to protect the legitimate interests of APT.

If you request changes, or amend your booking in any way 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.

### 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 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 name change fee will apply for every change in addition to any applicable airline fees.

## IF WE NEED TO CHANGE OR CANCEL YOUR HOLIDAY

APT endeavours to provide you with 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 independent suppliers such as airline, hotels etc., over whom we have no direct control. On occasions changes do have to be made, and APT reserves the right to cancel or amend holiday packages/excursions accordingly.

#### Brochure Accuracy

APT has endeavoured to ensure that the information given in this brochure about accommodation, itineraries etc., is correct to the best of its knowledge at the time of going to print. However, advertised descriptions and facilities and prices may change after publication. We recommend that you confirm the details of your chosen holiday package at the time of booking. Additionally, flight times, carriers and routes in the brochure are given for guidance only as there may be changes. Final details will be shown on your tickets. Holiday package or excursion itineraries may change or be different from those described in the brochure as a result of local conditions, weather conditions, annual events. APT will endeavour to notify you of any significant changes prior to your departure.

#### Flight Changes

The flight timings shown in our brochure, on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are set by airlines and affected by events outside our control. Scheduled and charter flight timings, and days of operation are also subject to change.

APT will advise you of any significant changes as soon as it is informed by the airline. Minor timing changes will be shown on your flight tickets. Any change in the identity of the airline, flight timings or aircraft type (if advised) will not entitle you to cancel or change to 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 prevented by APT, which includes, but is not limited to: (a) war, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts; (b) natural disaster (including but not limited to flooding, fire, earthquake, landslide), adverse weather conditions, high or low water levels; (c) nuclear or other industrial accident causing environmental pollution or contamination; or (d) change in law, meaning, enactment, amendment (including repeal) in the law or administration of any law in Australia or any jurisdiction or territory relevant to the booking contract, which includes changes in statute, regulation, determination, by-law, declaration, licence and the common law as applicable from time to time.

#### Termination of Booking Contract or Change of Travel Arrangements due to Force Majeure

If APT, in its reasonable opinion, considers that any Force Majeure event prevents APT (whether directly or through its employees, contractors, subcontractors and agents) from lawfully or safely providing any products or services subject of the booking contract with you, APT may immediately by written notice:

- (a) terminate the booking contract (in whole or in part);
- or (b) change your travel arrangements as reasonably practicable to ensure your safety and invoice you for any additional costs.

#### Limitation of Liability in the Event of Force Majeure

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. Customers must take out travel insurance to protect themselves against loss in the circumstances.

#### ON HOLIDAY

##### Freedom of Choice™ Dining Inclusions

APT reserves the right to change restaurants should circumstances warrant.

##### Noise and Vibration

Reasonable steps are taken to minimise noise and vibration on cruise ships. You acknowledge 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.

##### Seat Allocation on Coach Tours

To ensure all passengers enjoy forward and window facing seats, we have incorporated a daily seat rotation system. This system is not able to be adjusted to suit individual needs under any circumstances.

##### 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.

##### Disruption to Itinerary and Cruising Arrangements

Itineraries are intended as a guide only and are subject to alteration without notice. Alterations may be necessary for various reasons including, without limitation, road, river or weather conditions, strikes or other reasons beyond APT's reasonable control. If conditions render any routes unsafe for navigation, APT reserves the right to provide alternative services including but not limited to accommodation on the docked ship or substitute land arrangements. Under normal conditions, itineraries will operate as far as possible as detailed in this brochure. However, sometimes for reasons

beyond our control, it may be necessary to make alterations to your itinerary. For example, it may be necessary to operate part of the itinerary by coach and alternative sightseeing may be included. APT will not be liable for any direct or indirect costs that you incur as a result of any event or other factor beyond our control which necessitates a change in your itinerary. Where disembarkation is necessary, some services that were included may not be provided. 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 its control.

##### 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 valuables should be kept to a minimum and packed in your hand luggage along with your medicines. 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.

#### 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 necessary for our business purposes. Our Privacy Policy details why we collect this information, who we may disclose it to (including overseas recipients), and the main consequences if we do not collect it. 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](http://www.aptouring.com.au/privacy) or by request to us. By providing personal or sensitive information to us, you are agreeing to the terms of our Privacy Policy.

#### GENERAL INFORMATION

##### Limitation of Liability

1. Our holiday packages include the services of independent providers, such as hoteliers, 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 and the optional excursions conducted by some independent service providers, APT is not responsible for the conduct of the independent service providers, their servants and agents or for any ramifications of that conduct. Optional excursions may, depending on your holiday package, include activities such as climbing, exploring, bike riding, swimming and snorkelling. You accept and assume the risk involved with these activities.
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, cause you to become a hazard to yourself or other passengers or result in you becoming objectionable to other passengers or staff, you will not be permitted to embark or continue on the whole or any part of the holiday package. Abuse or harassment of any kind toward crew, contracted suppliers or other guests may result in immediate removal from the tour or cruise. APT is not liable to you for any costs associated with such 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, detention, delay (including mechanical breakdown) beyond its control.
4. Any term, condition or warranty express or implied by statute or otherwise in respect of the holiday packages contained in this brochure 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, consolidated, supplemented or replaced.
5. To the full extent permitted by law, APT's liability arising under or in connection with these booking conditions: (a) is limited to the re-supply of the products or services or the payment of the cost of re-supply of the products or services to you; and (b) excludes liability for any indirect or consequential losses suffered by you or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.
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 by APT. APT reserves the right to cancel any ticket or booking or refuse to carry any passenger where payment has not been received by APT within the specified time.
7. Coral Expedition Cruises pricing is based on a Porthole cabin located on the main deck. Once allocation of main deck cabins are sold out, all further requests are subject

to availability and a surcharge may apply. Twin or Junior King bedded accommodation is available on Bridge deck. Please refer to pricing panel for fares. Specific meal requests are requests only and cannot be guaranteed.

##### Cruising Cabin Selection

APT will make every effort to assign specific cabins, cabin numbers or locations on the ship if requested. If this is not possible APT reserves the right to make changes to the cabin assignment within the category booked without prior notice.

##### Medical Assistance

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 a visiting a medical facility, or for a medical practitioner visiting you. APT is not responsible for the type or quality of the medical services you may receive.

##### Smoking

Government regulations forbid smoking in tourist coaches, however frequent stops are made for those wishing to smoke. Smoking is not permitted in twin share 'matched' rooms. Requests for smoking/non-smoking rooms will be passed on to hotels but cannot be guaranteed.

##### Service Enquiries

If a problem occurs during your holiday you should, in your own interests, advise your Tour or Cruise Director so that steps can be taken to resolve the matter. If you remain dissatisfied, any complaint must be made in writing to APT within 30 days.

##### Luggage Limits

Each passenger is entitled to take one piece of luggage that does not exceed 160cm (63 inches), or weigh more than 20kg (44 pounds). Dimensions for checked baggage are calculated by adding together the width, height and depth of the piece of baggage. An extra charge will be imposed to cover portage handling of any additional luggage.

Your Tour or Cruise Director will advise you of the exact additional charge.

##### APT Club Terms & Conditions

Details including the range of benefits are available on our website at: [www.aptouring.com.au/APTclub](http://www.aptouring.com.au/APTclub)

##### Maps Within This Publication

Note that maps may not be to scale.

##### Images Within This Publication

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