

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 booked 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 or cruise 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

Prices listed in this brochure are valid at the time of publication but are subject to change. They may be varied by advertising or special offers, or 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. The most up to date pricing may be found on our website. Prices will be confirmed at time of booking and held during any applicable option period. Once the security deposit is paid the price will be guaranteed (except for any changes resulting from a force majeure event - see below).

A \$1,000 security deposit per person, per holiday package is required within seven days of booking confirmation. 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, refuse to honour any price or carry any passenger where any 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 or New Zealand. If APT is unable to confirm your reservation, all monies will be refunded.

Travelling With Minors

Children of less than 8 years of age are not permitted on tours and cruises. Minors under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

Included in Holiday Package Price

All hotel accommodation, airfares (if indicated in individual itinerary), gratuities for APT staff (see below), airport transfers on the first and last day, sightseeing, specified excursions, meals, admissions, port charges, luggage service (one bag) and the services of a Tour Director and driver as stated in your itinerary.

Transfers

Airport transfers are included on the first and last day of the tour package or with pre and post accommodation booked by APT. 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.

Not Included in Our Cruise and/or Tour Price

Airfares between Australia and Asia, airport taxes, laundry, passport and visa fees, meals or drinks other than those indicated in your itinerary, excess baggage, fuel surcharges and optional excursions and gratuities.

Choosing Your Holiday

The holiday packages contained within this brochure are for departures between 1 September 2019 and 30 April 2020. 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 also information available online at aptouring.com.au and our staff are available to discuss your options.

Gratuities

Gratuities for all staff on your tour are included and cannot be redeemed for a cash refund.

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.

Solo Travellers

A limited number of single rooms/suites/cabins may be available by request at time of booking your cruise/holiday package.

Passengers Needing Special Assistance

APT welcomes passengers with disabilities or special needs however, please note the following:

1. 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. This information is also crucial to allow APT to ensure the tour you have chosen is suitable and meets your needs. Any changes to health, mobility and fitness must also be reported to APT as soon as possible and prior to departure. Where possible APT will make reasonable adjustments to the tour to accommodate your special needs however, it cannot do

so if the adjustment required would be unreasonable in all of the circumstances, including if such adjustments would affect your safety and/or the safety and/or enjoyment of other passengers.

2. If you require special assistance or care (such as pushing a wheelchair, assistance with dressing or assistance with walking), you must travel with a companion capable of providing the required assistance or care. Please be aware that APT does not provide personal assistance. APT is unable to assist any passenger with walking, dining, boarding or disembarking any transportation vehicles (including river and ocean cruise ships and trains). To safely participate in embarkation and disembarkation you must be able to do so without the need for special assistance. You must also be able to do so without unreasonably impacting other passengers' safety and/or enjoyment.

3. While APT will make reasonable efforts to accommodate the special needs of disabled passengers, it is not responsible for any denial of services by any third party entities it has travel arrangements with, such as carriers, hotels, trains, restaurants or other independent suppliers, or for any additional associated expenses charges by those parties.

4. Please note coaches, minibuses and trains are not equipped with wheelchair ramps.

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 which includes the climbing of stairs. Mobility is needed boarding or alighting coaches, river cruise ships and trains. We recommend a visit to the doctor before travelling to overseas destinations and consult with them regarding any vaccinations which may be required. 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.

Visa & Passports

All passengers must have a valid passport that is valid for at least six months after the holiday package return date. Passengers must consult with the appropriate consulates to ensure that they have any applicable visas for countries included in the holiday package prior to departure. Passengers are solely responsible for meeting necessary passport and visa entry requirements and paying all associated costs. APT is not responsible for delays or missed portions of the holiday package resulting from incorrect travel documents or visas. At the time of printing, the following applies: India - visa must be obtained prior to departure from Australia. Sri Lanka - visa must be obtained prior to departure from Australia.

Rail Excursions

The timing of the excursions on rail holiday packages may differ slightly for each package. The published times are a guide only and are subject to change without notice. It is impossible for large coaches to be used for some city sightseeing excursions and many towns and cities will be visited by way of walking tours and/or rickshaws or similar. For river cruising, clients must be able to climb ramps to embark or disembark river cruise ships. Depending on river levels, these may have a number of steep steps.

Visiting Temples, Pagodas & Mosques in India & Sri Lanka

When entering temples, pagodas and mosques, shoes will need to be removed and arms and knees will need to be covered.

Freedom of Choice™ & Signature Experience Excursions

Minimum and maximum group numbers apply on some Freedom of Choice Sightseeing and Dining experiences. These are selected whilst on tour and if your first choice of Freedom of Choice Inclusion 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, Fly Deals & Special Offers

Conditions Apply. For full terms and conditions relating to any SuperDeal, Fly Deal or Special Offer on your booking, please go to 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

Airfares

Air travel is arranged with independent airlines. APT will arrange air travel as advertised in connection with your holiday package or as otherwise arranged with APT. All airfares are subject to flight and booking class availability. Airfares will be booked and ticketed upon receipt of your deposit to avoid price or tax increases. Airport taxes vary for each departure point and routing of airline. Airline schedules are subject to change without notice. Once air tickets are issued, airline amendment and/or cancellation fees apply and, in some cases, are non-refundable. Name changes and voluntary date and schedule changes will incur fees. APT is not liable for delays or disruptions of air travel. Once tickets are issued, APT will have no other liability and will not be responsible for refunding the cost of any services booked in conjunction with the flights. Flying outside of the tour date range or re-routing your flight itinerary may incur additional surcharges.

Flights Within Asia

Economy flights within Asia and airport taxes are included in the price. All internal flights must be booked by APT. Airport taxes vary for each departure point and routing of airline. Airline schedules and fares are subject to change without notice. Flights will be based on best fare available at the time of booking, however surcharges may apply. Once air tickets are issued, airline amendment and/or cancellation fees apply and in some cases are non-refundable. Deposits are considered as a guarantee of the invoiced flight arrangements and once deposit received, flights will be ticketed. Name changes and voluntary date and schedule changes will incur fees. The maximum luggage allowance on all flights within Asia is 20 kilograms.

Out of Date Range Flights

If airlines have not published their schedule at the time that 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 seats and pricing with you by sending you an updated invoice. 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 \$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 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 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 cost of your holiday package, medical expenses, loss of luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other frustration, disruption, loss of deposit or strikes.

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 morning departures. Approximately 21 days before departure you will receive your ticket, together with your final itinerary. However, in the case of late bookings, charges or late payment, tickets may be emailed to you.

Special Requests

Where a special request (eg. 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 on to 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, if you choose to cancel the following APT cancellation fees 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 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 to 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 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 you wish to amend an already issued Singapore Stopover package, a \$30 per person APT change fee will apply along with any applicable airline fees. 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 CHANGE OR CANCEL YOUR HOLIDAY

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 and 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 to APT) will not entitle you to cancel or change other arrangements without paying any applicable cancellation fees except where specified in these booking conditions. APT does not advise the flight timings of included internal flights in the brochure nor do we provide this on your documentation; only the 'non-included' flights will appear on the itinerary.

If We Change or Cancel Your Holiday Before Your Departure

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 airlines, 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. Group tours require a minimum number of bookings in order for the tour to be financially viable and to have a pleasant group atmosphere. In the event that adequate numbers cannot be achieved, it may be necessary to cancel a scheduled departure and offer the nearest possible alternative date (or a full refund of monies paid for arrangements made by APT).

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

Noise & Vibration

You acknowledge and accept that some noise and vibration may be experienced on vessels and trains 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.

APT Tour Directors

A dedicated APT Tour Director will only be available on tours with 10 or more passengers.

Personal Belongings & Lost Items

For security reasons, valuables should be kept to a minimum and packed in your hand luggage along with your medicines, camera, film, electrical or battery-operated appliances. 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 Itinerary Arrangements

Under normal operating conditions itineraries will be delivered as per the brochure. However, sometimes for reasons beyond our control, it may be necessary to make alterations to your itinerary.

On occasion, significant flooding or low water levels do occur that can cause disruption to itineraries and may lead to early disembarkation. We recommend you take out comprehensive travel insurance that includes coverage of events such as these, as we will not be liable for any direct or indirect costs incurred as a result of such events or other factors beyond our control happening. Published itineraries are indicative only and subject to alterations and delays at short notice, though every effort will be made to ensure that the published itinerary is followed as closely as possible. The Tour Director and local guides are jointly responsible for passengers' comfort and safety. Therefore passengers must accept their decisions and instructions. APT will not be liable for any direct or indirect costs that you incur as a result of any event or factor beyond our control which necessitates a change in your itinerary. Additionally, you are not entitled to any refund for any alterations to your itinerary that are caused or contributed to by any flood or water level events or other such events which are beyond our control.

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 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

- 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.
- 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.
- APT accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detention, delay (including mechanical breakdown) beyond its control.
- Any term, condition or warranty express or implied by statute or otherwise in respect to 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.
- 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.

Responsible Service of Alcohol

Our staff are trained to serve alcohol in a responsible manner and are obliged by law to refuse service to any guest who is in the reasonable opinion of any employee, intoxicated or behaving in a dangerous, aggressive or offensive manner.

Medical Assistance

APT does not employ medical staff. If you require medical attention, local medical services can be contacted immediately. You are responsible for the type or quality of the medical services you may require.

APT Club

Details including the full range of benefits and conditions may be viewed on our website at www.aptouring.com.au/APTClub/memberbenefits or on page 48-49 of this brochure. Pre and post tour accommodation is only available to the value of \$350 per night per booking. Surcharges will apply if accommodation costs exceed this amount.

Smoking

For other passengers' comfort there is no smoking on coaches or trains.

Service Enquiries

If a problem occurs during your holiday you should, in your own interests, advise your Tour 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 160 cm (63 inches), or weigh more than 20 kilograms (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 Director will advise you of the exact additional charge. On internal flights, a luggage limit of 20kg (44 pounds) applies. Airlines may impose excess baggage fees at time of check-in. For passengers travelling in Premium Economy, Business and First Class the luggage allowance will be advised at the time of booking. All luggage is at "owner's risk".

Maps Within This Publication

Note that maps may not be to scale.

Images Within This Publication

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Australian Pacific Touring Pty Ltd

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