The following terms and conditions ("booking conditions") form the basis of your contract with Australian Pacific Touring Pty Ltd ("APT", "KWW", "we" or "our"). Please read them carefully as they contain important information and rights and obligations.

By accepting and confirming your booking, you are assumed to have read and agreed to these booking conditions, that you agree to them and that you agree to them applying to your holiday arrangements that we agree to make or provide (as applicable) as part of our contract with you. Further, your agreement to booking conditions to your "holiday package" are references to the tour or cruise package you have booked. References to "exclusions" are references to short trips or tours included or available as part of your holiday package.

Government Law

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

BEFORE YOU BOOK

Prices – Deposits – Discounts – Payments
Prices listed in this brochure are valid at the time of publication but prices and costs are subject to change due to taxes, government taxes and charges, exchange rate variations, fuel surcharges, airfare changes, service, 24-hour per day service, hotel rooms are generally not available for check-in before 3.00pm, bottled water, all tipping is subject to change check-out by 10am, however may vary at each property.

Cruising – Cabin/Suite/Stateroom Selection
APT will make every effort to allocate specific cabins, cabin numbers or locations on the ship if requested. If it is not possible, APT reserves the right to make changes to cabin assignment, within the category booked, without prior notice.

Passports
It is recommended that all MS Caledonian Sky and MS Island Sky passengers carry a passport which is valid for a minimum of six months from the date of your cruise company. Passports are required for all flights as well as departure. The airlines may change the list of accepted travel documents at any time. APT will accept your government-issued photo ID, such as your Driver's License, as secondary proof of identity; however the airline may require another form of identification to verify your identity. APT is not liable if you are denied boarding or legal entry into a country because you lack the proper travel documents.

Shore Excursions
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. Hotel rooms are generally not available for check-in before 3.00pm, bottled water, all tipping is subject to change check-out by 10am, however may vary at each property.

General Information & Conditions

Gratuities
Gratuities are not included for any cash refund. Gratuities are not included, or expected, on land touring. A limited number of single rooms/suites/cabins are available by request at time of booking.

Sightseeing
A good level of fitness and health is required to participate on APT’s holiday packages. In the Kimberley, there are extensive sightseeing excursions by foot, which includes climbing of cliffs and walking over uneven surfaces and in some cases climbing over rocks and/or walking through shallow streams and rivers. Mobility issues may preclude a passenger from participating in a tour or cruise package and may require the alternating of excursions which could have been reasonably prevented had we been aware of a pre-existing condition or complaint. We will provide and request your feedback on our ability to meet your needs. You will not be responsible for any costs associated with cancellation penalties or the return of passengers from a tour, and are advised prior to booking to discuss your options.

Travel With Minors
All cruises are subject to space availability. APT reserves the right to make changes to cabin assignment, without prior notice.

A $1,500 security deposit per passenger holiday package is required within seven days of booking confirmation. Deposit requirements may vary when booking a special offer. Payment of the final balance of your holiday package price is due 100 days prior to your cruise disembarkation. Failure to make such payment may result in your booking being cancelled without notice. 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 of any amount is subject to change at the specified time. APT will make every effort to assign specific cabins, cabin numbers or locations on the ship, however, to change a cabin due to cancellation, impossibility of performance or other circumstances that may affect the normal conduct of a holiday package and the enjoyment of passengers.

Health & Fitness
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. Hotel rooms are generally not available for check-in before 3.00pm, bottled water, all tipping is subject to change check-out by 10am, however may vary at each property.

Cruising – Cabin/Suite/Stateroom Selection
APT will make every effort to allocate specific cabins, cabin numbers or locations on the ship if requested. If it is not possible, APT reserves the right to make changes to cabin assignment, within the category booked, without prior notice.

Solo Travellers
APT reserves the right to close any single rooms/suites/cabins are available by request at time of booking.

Health & Fitness
A good level of fitness and health is required to participate on APT’s holiday packages. In the Kimberley, there are extensive sightseeing excursions by foot, which includes climbing of cliffs and walking over uneven surfaces and in some cases climbing over rocks and/or walking through shallow streams and rivers. Mobility issues may preclude a passenger from participating in a tour or cruise package and may require the alternating of excursions which could have been reasonably prevented had we been aware of a pre-existing condition or complaint. We will provide and request your feedback on our ability to meet your needs. You will not be responsible for any costs associated with cancellation penalties or the return of passengers from a tour, and are advised prior to booking to discuss your options.

Pre-departure Peace of Mind
Deposit Peace of Mind applies to new bookings only and is only valid up until 100 days prior to travel. APT will issue your ticket/s.

Deposit Cancellation Peace of Mind
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 of any amount is subject to change at the specified time. APT will make every effort to assign specific cabins, cabin numbers or locations on the ship, however, to change a cabin due to cancellation, impossibility of performance or other circumstances that may affect the normal conduct of a holiday package and the enjoyment of passengers.

Travel Insurance
Travel insurance is not included in your holiday package. You are required to purchase comprehensive travel insurance at the time of booking (including cover for pulpitation of your holiday), to ensure the cost of any services booked in conjunction with your trip will be paid for or reimbursed to you in full. APT will make every effort to assign specific cabins, cabin numbers or locations on the ship, however, to change a cabin due to cancellation, impossibility of performance or other circumstances that may affect the normal conduct of a holiday package and the enjoyment of passengers.

Special Requests
A special request is a reference to short trips or tours included or available as part of your holiday package.

Superdeals, Fly Deals and Special Offers
Conditions apply. For full terms and conditions relating to any Superdeal, Fly Deal or Special Offer, please book, go to kimberleywilderness.com.au/specials

Booking & Paying for Your Holiday
"Airline" All airfare is arranged with independent airlines. APT will arrange air travel as advertised in connection with your holiday package or otherwise arranged with APT. All airfares are subject to flight and booking class availability. APT will be booked at the time of booking and your flight confirmation may only be confirmed at the time of booking and your flight confirmation may only be confirmed at the time of booking. APT will issue your ticket/s.

Pre-departure Peace of Mind
Deposit Peace of Mind applies to new bookings only and is only valid up until 100 days prior to travel. APT will issue your ticket/s.

Deposit Cancellation Peace of Mind
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 of any amount is subject to change at the specified time. APT will make every effort to assign specific cabins, cabin numbers or locations on the ship, however, to change a cabin due to cancellation, impossibility of performance or other circumstances that may affect the normal conduct of a holiday package and the enjoyment of passengers.

Travel Insurance
Travel insurance is not included in your holiday package. You are required to purchase comprehensive travel insurance at the time of booking (including cover for pulpitation of your holiday), to ensure the cost of any services booked in conjunction with your trip will be paid for or reimbursed to you in full. APT will issue your ticket/s.

Special Requests
A special request is a reference to short trips or tours included or available as part of your holiday package.

Pre-departure Peace of Mind
Deposit Peace of Mind applies to new bookings only and is only valid up until 100 days prior to travel. APT will issue your ticket/s.

Deposit Cancellation Peace of Mind
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 of any amount is subject to change at the specified time. APT will make every effort to assign specific cabins, cabin numbers or locations on the ship, however, to change a cabin due to cancellation, impossibility of performance or other circumstances that may affect the normal conduct of a holiday package and the enjoyment of passengers.

Travel Insurance
Travel insurance is not included in your holiday package. You are required to purchase comprehensive travel insurance at the time of booking (including cover for pulpitation of your holiday), to ensure the cost of any services booked in conjunction with your trip will be paid for or reimbursed to you in full. APT will issue your ticket/s.
CREDIT CARD SURCHARGES
If you pay by credit card, surcharges of between 1% and 3% will be added to your holiday package price.

IF YOU 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 these changes, but they will not be possible. Any requests 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, you will be subject to any additional 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 Cancellation Policy applies:

- Days of Notice
  - Fee Per Person
  - 100 days or more
  - Loss of deposit
  - 99-61 days
  - 60% 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 portions of the holiday package are missed. Additional cancellations may 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/or 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 APT from loss and/or to keep the change, 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, however 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 to accept, or in receipt of more than $100. 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 APT from loss and/or to keep the change, 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, however caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.

3. APT accepts no responsibility for any death, injury, illness, loss, damage or cost or expense, including loss of income, damage, detention or delay (including mechanical breakdown) beyond its control.

4. Any term, condition or warranty express or implied by statute, or in respect of any other specified or implied warranties or conditions, including but not limited to damage to yourself or other passengers or in result in you becoming obese or disabled or if you will not be entitled to embark or continue on the whole or any part of the holiday package. Abuse or harassment of any kind toward crewmen, 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 a removal and you will not be refunded for any part of the holiday package.

5. To the fullest 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, however 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 to accept, or in receipt of more than $100. 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 APT from loss and/or to keep the change, 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, however caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.

3. APT accepts no responsibility for any death, injury, illness, loss, damage or cost or expense, including loss of income, damage, detention or delay (including mechanical breakdown) beyond its control.

4. Any term, condition or warranty express or implied by statute, or in respect of any other specified or implied warranties or conditions, including but not limited to damage to yourself or other passengers or in result in you becoming obese or disabled or if you will not be entitled to embark or continue on the whole or any part of the holiday package. Abuse or harassment of any kind toward crewmen, 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 a removal and you will not be refunded for any part of the holiday package.

5. To the fullest 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, however 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 to accept, or in receipt of more than $100. 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 APT from loss and/or to keep the change, 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, however caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.

3. APT accepts no responsibility for any death, injury, illness, loss, damage or cost or expense, including loss of income, damage, detention or delay (including mechanical breakdown) beyond its control.

4. Any term, condition or warranty express or implied by statute, or in respect of any other specified or implied warranties or conditions, including but not limited to damage to yourself or other passengers or in result in you becoming obese or disabled or if you will not be entitled to embark or continue on the whole or any part of the holiday package. Abuse or harassment of any kind toward crewmen, 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 a removal and you will not be refunded for any part of the holiday package.

5. To the fullest 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, however caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.