

# General Information & Conditions

The following terms and conditions ('booking conditions') form the basis of your contract with Australian Pacific Touring Pty Ltd ('APT', "'KOWA', '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 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 – [www.aptouring.com.au](http://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 \$1,500 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. Hotels may apply surcharges for late booking requests.

### Travelling With Minors

Children under 12 years are not recommended to participate on a coach tour. Children under 18 years must be accompanied by an adult.

### Included in our Cruise and/or Tour Price

All coach/cruise travel, accommodation, airport transfers on the first and last day of the tour as indicated by the itinerary, sightseeing, specified excursions, meals, tour admissions, National Park fees, port charges and the services of a Tour Director, Driver, Driver-Guide or Cruise Director as stated in the itineraries. All beverages are included on the MS Island Sky and Le Bellot (with the exception of French Champagne, premium spirits and selected wines). Complimentary beverages are included only on board your cruise and do not apply to land touring. For Great Barrier Reef Cruises, drinks are an additional expense.

### Not Included in Your Tour and/or Cruise Price

Airfares (unless stated), airport taxes, laundry, food not on the regular table d'hôte menu, drinks may or may not be included as indicated in your itinerary, excess baggage, Wi-Fi (unless stated), fuel surcharges and optional excursions not specified in the itinerary. Extra overnight accommodation is not included at the start or end of the tour if not specified in the itinerary.

### Gratuities

Gratuities are not included on board the Coral Expeditions II or land touring. Gratuities are not included for any individual purchases on tour.

### Airport Transfers

Airport transfers are included on the first and last day of the tour as indicated by the itinerary or when booking pre or post tour accommodation with 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 ship/hotel at own expense. For transfers to be booked, flight details must be advised to APT at least 60 days prior to travel, otherwise transfers cannot be guaranteed. See itinerary pages for any variations to the above. Passengers must advise APT of their prior arrangements, even if not booking APT pre and post hotels. For all Great Barrier Reef cruise bookings, passengers must advise APT of their post arrangements, even if not booking APT post hotels. 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 January 2021 and 31 December 2021. 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 on our website at [aptouring.com.au](http://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.

### Cruising – Cabin/Suite/Stateroom 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 cabin assignment, within the category booked, without prior notice.

### Passports

It is recommended that all MS Island Sky and Le Bellot passengers must carry a passport which is valid for a minimum of six months from the date of your cruise conclusion. Meeting necessary passport requirements and cost is the sole responsibility of the passenger. APT is not responsible for delays or missed portions of cruise/tour relating to incorrect travel documents.

### Solo Travellers

AA limited number of single rooms may be available at time of booking. Single rooms may be smaller than twin or double bedded rooms and may have a single bed.

### 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 or hearing emergency alarms unaided), 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 and minibuses are not equipped with wheelchair ramps. Most ocean ships have elevators, however not all APT ships have elevators. Many ships require the use of stairs to go between decks. APT ships often sail through remote areas that do not have convenient docking facilities. In such circumstances it will be necessary for passengers to negotiate temporary gangplanks and uneven surfaces. If the crew decide that it is not safe for a passenger to negotiate such operations they may require passengers to stay on board. Cabin doors and restrooms may not be wide enough to allow access by standard wheelchairs. Wheelchairs and walkers cannot be carried on coaches, due to space limitations. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the river or ocean cruise ship is at anchor. APT is unable to provide individual assistance to any passenger for walking, dining, disembarking or embarking cruise ships and/or coaches or other transportation vehicles or other personal needs.

### 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 and walking on uneven surfaces. Mobility is needed boarding or alighting coaches and trains. We recommend a visit to the doctor before travelling to overseas destinations and consulting 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. 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.

### Shore Excursions & Signature Experiences

The timing of the shore excursions on all cruise ship holiday packages may differ slightly for each package. The published times are a guide only and are subject to change without notice. Guests must be able to climb ramps to embark or disembark cruise ships and tenders. Kimberley cruising holidays

require several wet landings, whereby feet and legs may be fully immersed in water during embarkation and disembarkation of Zodiacs or tenders. Minimum and maximum group numbers apply on some Signature Experience excursions.

### Superdeals & Special Offers

Conditions apply. For full terms and conditions relating to any Superdeal or Special Offer on your booking, please go to [aptouring.com.au/specialdeals](http://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 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.

### Airline Loyalty Points Eligibility

APT uses the services of a range of airlines in its packages. APT does not warrant that its airfares attract loyalty points as airlines control the applicability of loyalty points in all cases. Requests to use loyalty points to upgrade travel need to be directed to the airline concerned by the member.

### 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. For your protection, 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 a.m. 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 emailed 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 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 or debit card, surcharges will apply. In the case of credit cards a surcharge of between 1% and 3% (depending on the card used), will be added to the tour price. In the case of debit cards a charge of 0.5% will be added to the tour 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 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 of \$70 per person 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               |
| 99-61 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 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 per person 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 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, license 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

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 and vibration.

#### Seat Allocation on Land Touring

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 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 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. 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. 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.

#### 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.

### GENERAL INFORMATION

#### Data Protection Policy

Any personal information (including sensitive information and health information) that APT obtains and retains from you or about you is necessary for our business purposes. Our Privacy Policy details why we collect 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.

#### 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 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 or 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. Specific meal requests are requests only and cannot be guaranteed.

#### Responsible Service of Alcohol

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

#### Medical Assistance

APT does not employ medical staff on ships or at our accommodation, with the exception of the MS Island Sky and Le Bellot. 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 hotel rooms. Requests for smoking/non-smoking rooms will be passed on to hotels but cannot be guaranteed.

#### Adventure Pack and Day Kit

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

#### Service Enquiries

If a problem occurs during your holiday you should, in your own interests, advise your Tour Director, Driver, Driver-Guide or Expedition Leader 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

Land touring is conducted in 4WD vehicles with limited luggage capacity. Each passenger is requested to limit their luggage to one small/medium soft bag or suitcase weighing no more than 16kg (35 lb approx) and with dimensions of no more than 66cm length x 35cm width x 32cm height. Cameras, make-up bags etc should be carried separately. Should you have excess luggage, it is your responsibility to organise for this to be forwarded to your final destination. For Kimberley Coast expedition cruises, regular airline luggage restrictions apply.

#### APT Club

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

#### Maps Within This Publication

Note that maps may not be to scale.

#### Images Within This Publication

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