

# booking conditions

## Australian Pacific's fair trading contract with you

It is our intention to set out clearly and simply the responsibilities which we at Australian Pacific Touring (UK) Ltd. (hereforth referred to as APT) have to you and which you, in turn, have to us when a contract is made between us. A contract will exist as soon as we issue a confirmation invoice in response to your booking and subsequent deposit paid to your travel agent or us. On our part we have obligations to provide you with the tour you have booked on the terms clearly stated below and within this brochure. A number of tours are operated by subsidiary brands of APT including Travelmarvel (Affordable Value tours), Kimberley Wilderness Adventures, Kangaroo Island Odysseys and Connections (Small Group Safaris). Your contract is entered into with APT (UK) Ltd.

## Booking your holiday

Bookings can be requested through your local travel agent and should be secured with a security deposit of £75 per person within 7 days. If you are booking within 6 weeks of departure, then full payment is required. Your booking is taken to be confirmed and accepted in respect of all persons travelling when we issue a confirmation invoice. If your booking is made through a travel agent, APT will address all correspondence to that travel agent. All monies paid by you to the travel agent will be held on behalf of APT (UK) Ltd. If you arrange your holiday direct with APT, all correspondence and communications will be sent to the address of the first person listed in booking file unless you specify otherwise. Balance of all payments is required at least 6 weeks prior to departure from your country of origin (tours including rail travel 60 days prior). Children under 7 years of age are not recommended to participate in an escorted coach tour (children under 6 years of age not recommended to participate on Connections Safaris). Children under 18 years of age must be accompanied by an adult.

## Your holiday price

All prices in this publication are quoted in UK£, based on land content only unless otherwise stipulated, and calculated on the basis of known and applicable exchange rates shown in the Financial Times 'Guide to World Currencies'. Prices are based on the Australia/New Zealand dollar exchange rates as at October 2008 £1=AUS\$2.22 and NZ\$2.78. The tour price will be confirmed to you at the time of booking (for travel 1 April 2009 to 31 March 2010). If however it is different to what you had expected then you do not have to proceed with the booking. Twin Share prices are per person (unless otherwise stated). Credit card surcharges apply. APT (UK) Ltd. reserves the right to adjust the published price should this become necessary due to adverse exchange rate variations, increase in transportation costs or newly introduced government taxes. Even in this case we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment fees. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there will be an administration charge of £1 together with an amount to cover agents' commission. If this means paying more than 10% of the holiday price, you will be entitled to cancel your holiday and receive a full refund of all monies paid to us. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the confirmation. No surcharges will be levied less than 30 days before departure. In return for this commitment, we are unable to refund you for exchange rate movements that would otherwise reduce your holiday price.

## Publication Validity

The itineraries and fares shown in this publication are effective from 1 April 2009 to 31 March 2010 (or as indicated on individual pages). Itineraries and fares prior to 1 April 2009 may be different from those indicated, please check at the time of your enquiry or booking to ensure you are aware of any changes. Departures after 31 March 2010 are listed as a guide only and should be checked prior to making holiday arrangements.

## If You Cancel Your Booking

If, after we have accepted your booking, you find it necessary to cancel or if you do not pay the balance at least six weeks before departure, the deposits paid will be forfeited. A cancellation can only be accepted in writing from the person who made the booking or in writing from the Travel Agent through whom the booking is made. The cancellation will be effective from the date on which it is received at our offices. Cancellations received after full payment has been made will incur higher charges, to offset expenses and losses:

43 days or more prior to departure	Deposits forfeited
42-15 days prior to departure	20% of tour price
14-4 days prior to departure	35% of tour price
Under 4 days prior to departure	60% of tour price
Within 24 hours of departure date or later	100% of tour price

All being subject to a minimum charge of £75 per person. If the reason for your cancellation falls within the terms of your insurance cover, you may be able to claim a refund of your cancellation charges from the insurance company.

## If You Decide to Change Your Booking

Should you wish to change your arrangements in any way after we have accepted your booking, we shall endeavour to meet your wishes, but a handling fee of £25 per person will be charged to cover administration costs if documentation has already been issued. If you wish to change/amend your booking within 14 days of tour departure date, normal cancellation charges as detailed above in our cancellations clause will apply.

## Amendments or Cancellation by Australian Pacific Touring

It is unlikely that we will have to make any changes to your tour, but it must be remembered that we plan the arrangements many months in advance, and sometimes, changes may be needed and we reserve the right to make them whenever it is necessary. Most of these changes are minor. If a change becomes necessary, we will inform you or your travel agent as soon as is reasonably possible. Unless the change significantly alters the holiday, compensation will not be payable. As is normally the case with group tours, a minimum number of bookings is required in order for a tour to be financially viable and to have a pleasant group atmosphere. The date on which the decision is made about whether a tour will operate is no later than six weeks before the scheduled departure date.

## Australian Pacific Touring Liability

Although APT has no direct control over the services provided to you by independent suppliers, we do promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract are arranged, performed or provided with reasonable skill and care. APT also accepts responsibility if you or any person named on your booking suffers bodily injury, illness or death due to a negligent act and/or omission of our employees or agents, or our suppliers (as applicable) while arranging, performing or providing the service in question. Any such claims must be made in writing within 28 days following completion of the holiday and must prove that reasonable skill and care was not used.

APT will not, however, be responsible for any injury, illness, death, loss (for example, loss of equipment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the fault of the person(s) affected or any member(s) of their party; or
- fault of a third party not connected with the provision of your holiday which we could have predicted or avoided; or
- an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care (see force majeure); or
- the fault of anyone who is not carrying out work for us (generally or in particular) at the time.

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services, optional activities or facilities which your hotel or any other supplier agrees to provide for you and where the services or facilities are not advertised in our brochure.

## Special Requests

Special requests should be advised at the time of booking or made in writing to APT. We will try to arrange for special requests to be met, but cannot guarantee that they will, nor will we be responsible if any special request is not met. Due to the nature of some regional areas in Australia and New Zealand, some destinations may lack even the simplest facilities for the disabled.

## Not included in your tour price

Gratuities to your tour director and driver, lunches (except where specified), occasional dinners, drinks, some optional activities (except where specified), laundry, passport and visa fees, and items of a personal nature.

In some areas a fuel surcharge will apply with local operators, please check individual itineraries for details. In this case, fees should be paid to the operator directly in local currency.

## Exclusion of Liability

### Health and Medical Conditions:

If you, or any member of your party have a medical condition or disability which may affect your holiday, we ask that you please tell us before you confirm your holiday booking so we are able to advise as to the suitability of your chosen arrangements. In any event, you must provide us with full details in writing at the time of booking. If we reasonably feel we are unable to properly accommodate particular needs of the person concerned, we reserve the right to decline the booking or ask for the person to be accompanied by a person who is able to provide full assistance to them throughout their tour. No passenger will be permitted to embark or continue on the tour while their mental or physical condition is, in the opinion of any representative of the company, such as to render them incapable of caring for themselves, or whereby they become objectionable to other passengers, or they become a hazard to themselves or other passengers. The company will not be responsible for expenses resulting in such persons being precluded from completing the tour for any reason.

## Itineraries

The information contained within this publication is, to the best of our knowledge correct at the time of going to print. Our publication descriptions often refer to 'other activities' and/or excursions which are available to you and recognised by APT. These excursions/activities are however, neither operated or controlled in any way by APT and do not form part of your contract arrangements with us, even in the event of us recommending particular operators or activities, or organising and booking these on your behalf. Accordingly, we regret APT cannot accept any liability in relation to these outside activities and excursions.

## If You Have a Complaint

If a problem occurs during your tour then, in your own best interests, you should tell a representative so that steps can be taken to resolve the matter on the spot, there and then. If you remain dissatisfied, any complaint must be made in writing to us within 28 days. Maximum compensation will only be considered where everything has gone wrong and you have not received any benefit at all from your holiday. Any disputes arising out of, or in connection with this contract which cannot be amicably settled may be referred to arbitration, under a special scheme arranged by the Association of British Travel Agents. Full details will be provided upon request or can be obtained on the ABTA website ([www.abta.com](http://www.abta.com)). The scheme does not apply for amounts greater than £5,000 per person. Neither does it apply to claims which are in respect of physical injury or illness or their consequences.

## Consumer Payment Protection

Australian Pacific Touring (UK) Ltd. has arranged full bonding with ABTA in order to protect consumer payments. This protection follows the guidelines of the latest European legislation and complies fully with all legal requirements within the U.K. For full details please contact our London office.

## Insurance

Passengers are recommended to ensure that their travel agent arranges comprehensive travel insurance cover.

## Travel Documents

Please ensure you carefully read your confirmation invoice, tickets and all other documents we send to you as soon as you receive them, and contact us or your travel agent, if any information appears to be incorrect. We regret that we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of us sending to you or your agent. While we will do our best to rectify any changes made outside this time, it is your responsibility for any additional costs which may be involved, except in the case of an error made by APT and where there is reason for you not contacting us within the specified time. Each passenger is responsible for ensuring that all necessary travel documents (e.g. passports, visas, vaccination certificates etc.) are valid and effective. We strongly recommend that you verify current information with your Travel Agent.

## Passports and Visas

A full passport is required. In the case of British citizens, this means a 10 year British Passport and not a Visitor's Passport. At the time of going to press, British Passport holders are required to have visas for a visit to Australia but not to New Zealand. Please check with your travel agent or airline if you are stopping over in other countries en route or if you are holding other than a British Passport.

## Force Majeure

Compensation will not be payable if we are forced to cancel or change your travel arrangements in any way for reasons of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other circumstances amounting to force majeure. World weather is becoming more erratic and unpredictable and we cannot be held responsible for disruption to your holiday due to bad or unusual weather conditions.

## Freedom of Choice Touring

Freedom of Choice Touring, Freedom of Choice Dining and Dine Around Dinners™ are booked by your Tour Director whilst on tour. They are subject to availability, seasonal and operational factors and public holidays or festivals and the like.

## Data Protection

Please be assured that we have measures in place to protect the personal booking information held by us. However, in order to make your booking and ensure that your travel arrangements run smoothly, we need to use the information you provide and pass on to the operator or other relevant suppliers. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. As your holiday with us is outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

## Smoking

Government regulations forbid smoking inside tourist coaches and aircraft within Australia and New Zealand. Smokers will find that the frequent stops we make provide opportunities to smoke. Requests for smoking/non-smoking rooms will be passed on to hotels but cannot be guaranteed.

## Seat allocation on coach tours

To ensure all passengers enjoy window seating, there is a daily seat rotation system during the tour.

## Luggage Limits

For Premier Plus, Premier, Affordable and Regional Mini Stay tours, each passenger is entitled to take one piece of luggage. On all coach tours (rather than independent modules) of 3 or more days, a travel bag is issued upon boarding the coach. Maximum weight of all baggage is 20kg (44lbs). For Small Group Experiences and Safaris, touring is in 4-wheel drive or small vehicles with limited luggage capacity and flying (where applicable) is in light aircraft with very strict weight restrictions. Each passenger is requested to limit their luggage to one small/medium soft bag or suitcase weighing no more than 16 kilos (35lbs) if travelling by land and no more than 10kg (22lbs) if travelling by air.

## Clothing

You will find that casual clothing of all types is the most comfortable. Lightweight drip-dry clothing is ideal, although some warmer clothing for evenings will be handy. Most Australian and New Zealand hotels provide washing and drying facilities.

## Special Earlybird Savings

A £100 discount per person applies to all Escorted tours of 10 Days or more - Premier Plus, Premier and Affordable Value (excluding Affordable Value Queensland tours on pages 40 to 43). Valid for new bookings made and deposited prior to 31 January 2009.

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Publication No. H3698. Printed November 2008. Supersedes all previous publications, including H3621. Company registered in England and Wales. Number 1662539.

# Australia & New Zealand Map & Touring Styles

## NORTHERN TERRITORY

- Small Group Experiences
- Small Group Safaris
- Regional Mini Stays

## THE KIMBERLEY

- Small Group Experiences
- Regional Mini Stays

## QUEENSLAND

- Premier Escorted Touring
- Affordable Value Touring
- Regional Mini Stays



## NEW ZEALAND

- Premier Plus Escorted Touring
- Premier Escorted Touring
- Affordable Value Touring
- Small Group Safaris

## TASMANIA

- Premier Escorted Touring
- Small Group Experiences
- Affordable Value Touring





# Sightsee 'n' Save – The Ultimate Day Touring Pass



A holiday in Australia is often a dream come true – the fascination of the vast desert landscapes, unique plants and wildlife, Aboriginal culture and cosmopolitan cities. So why not take a full or half day sightseeing tour to experience first-hand some of Australia's best attractions.

Purchase an APT Sightsee 'n' Save Pass before you leave home and you can **SAVE UP TO 35%** on Australia's largest selection of day tours. A Sightsee 'n' Save package contains four coupons that can be exchanged for travel on Sightseeing Day Tours anywhere in Australia.

For more information on our tours, please visit our website [www.australiasightseeing.com](http://www.australiasightseeing.com)

Here's how Sightsee 'n' Save will work for you:

- Purchase your Sightsee 'n' Save Pass before you leave, for convenience and **savings only international travellers can enjoy**
- Your Sightsee 'n' Save coupons are transferable and apply to Sightseeing Day Tours
- Choose from more than 80 Sightseeing Day Tours
- Call APT the day before you want to travel and book your guaranteed seat
- Australia-wide reservations, 24 hours daily, for the cost of a local call

**Tour Code SSNS: Adult: £180; Child: £90**

## Day Tours are available in:



**Sydney –**  
Blue Mountains, Jenolan Caves, Hunter Valley, Canberra, Sydney City Sights, Jervis Bay Dolphins, Port Stephens.



**Melbourne –**  
Great Ocean Road, Little Penguin Parade, Sovereign Hill, Yarra Valley, Puffing Billy, Melbourne City Sights, Mornington Peninsula.



**Cairns & Port Douglas –**  
Great Barrier Reef Cruise, Cape Tribulation, Atherton Tablelands, Kuranda, Daintree, Barron River Rafting.



**Brisbane & Gold Coast –**  
Brisbane Sights, Sunshine Coast, Noosa, Fraser Island, Australia Zoo, Gold Coast.



**Adelaide –**  
Adelaide City Sights, Hahndorf, Barossa Valley, Murray River Highlights.



**Kangaroo Island –**  
Seal Bay's Australian Sea Lions, Flinders Chase National Park, Cape du Couedic, Remarkable Rocks.



**Alice Springs –**  
Alice Springs Sights, West MacDonnell Ranges, Palm Valley, Hermannsburg, Camel Farm.



**Uluru (Ayers Rock) –**  
Uluru Sunrise and Base Tour, Kata Tjuta (Olgas), Uluru Aussie BBQ.



**Darwin –**  
Katherine Gorge, Leliyn (Edith Falls), Litchfield National Park, Termite Mounds, Florence Falls, Wangi Falls, Tolmer Falls.



**Kakadu –**  
Kakadu National Park, Nourlangie Rock Aboriginal Art, Yellow Water Billabong, Gulyambi Cruise, Arnhem Land.



**Broome & Perth –**  
Broome Highlights, Geikie Gorge, Perth, Fremantle, Margaret River, Wave Rock, Pinnacles.



Top: Sydney Harbour Bridge. Left to right: pristine Fraser Island; Wave Rock at Hyden; the iconic monolith – Uluru (Ayers Rock)

Travel Agent

To book, please ask your travel agent to call us.

TOURS	0800 0224 302
FLIGHTS, HOTELS & CAR HIRE	0800 0224 182
FIRST & BUSINESS CLASS	0800 0224 066
GROUPS	0800 0224 171
ONLINE	travel2.com

For these other brochures ask your travel agent or view online at [travel2.com](http://travel2.com)

