

## Booking Conditions

**APT's fair trading contract with you:** It is our intention to set out clearly and simply the responsibilities which we at 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. All touring holidays featured are operated by APT, a division of Australian Pacific Touring (UK) Ltd with whom your contract is made, a member of the Association of British Travel Agents (member no. V9080).

**Booking your holiday:** Bookings can be requested through your local travel agent and should be secured with a deposit of £600 per person within 7 days. £800 deposit per person for tours involving Alaska, New England cruising and the Rocky Mountaineer Train. A deposit of £220 per person is required within 7 days for Canadian Wilderness Lodges. For bookings within 90 days of departure, 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 90 days prior to departure from your country of origin. Children under 15 sharing a room with an adult will receive a 15% discount, however if under 7 years of age we do not recommend an escorted coach tour. Children under 18 years of age must be accompanied by an adult.

**Your holiday price:** The tour price will be confirmed to you at the time of booking (for travel 1 January to 31 December 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.

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 January to 31 December 2010.

**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:

**Cancellation Policy:** For tours including Alaska or New England cruises, the following applies:

Days of Notice	75 or more	74-46	45 or less
Fee per person	Loss of deposit	50% of fare	100% of fare

For tours including Rail travel, the following applies:

Days of Notice	75 or more	74-46	45 or less
Fee per person	Loss of deposit	30% of fare	100% of fare

For all other tours, the following applies:

Days of Notice	75 or more	74-31	30-16	15 or less
Fee per person	Loss of deposit	20% of fare	30% of fare	100% of fare

All being subject to a minimum charge of £75 per person. Port charges are subject to cancellation fees. 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 change your tour 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 been issued.

**Amendments or Cancellation by APT:** 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. In the event that adequate numbers cannot be achieved, it may be necessary for APT (UK) Ltd. to cancel a scheduled departure and to offer the nearest possible alternative (or, of course, a full refund of the

money paid). Generally, such tours detailed in this brochure will operate provided that we have a minimum of 25 fully paid adult bookings. 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 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 enjoyment), 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.

**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 please 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. 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.

**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. We will only pass your information on to persons responsible for your travel arrangements.

**Holland America Line Cruises Cancellation Protection Plan (CPP Standard Plan):** Holland America's Standard Cancellation Protection Plan allows you, for any reason, to provide written cancellation up to 24 hours prior to scheduled cruise or tour departure and receive a refund equal to 80% of the applicable cancellation fee. CPP Standard Plan is optional, must be paid at time of deposit and is not refundable. In addition, Holland America cruises automatically assumes an additional US\$500 of liability for lost, damaged or delayed baggage of passengers who purchase the CPP Standard Plan. However, this is subject to the limitations in Holland America's baggage policy and does not cover losses while baggage is in the custody of airlines.

Please note that this is not an insurance; it provides no other rights than the ones explained above. For example, it does not protect occupancy rates should one or more members of your party cancel, nor does it cover expenses or unused services due to trip interruption.

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

**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, especially in Alaska, destinations may lack even the simplest facilities for the disabled.

**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)).

**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.

**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. 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/Visas:** British citizens require a full 10 year British Passport. If you or any other member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. The Home Office requires that children under 16 travel on their own passports. It is clients responsibility to be in possession of correct travel documentation, please ask your travel agent.

UK citizens do not require a visa to travel to Canada, If travelling into the United States or on an Alaskan Cruise, all UK passengers must register on the Electronic System for Travel Authorization (ESTA) to ensure eligibility to travel to the US under the Visitor Waiver Program (VWP). All passengers must carry a machine readable passport, valid for at least 6 months after your return date. Note, that visa and passport requirements are the responsibility of the traveller to organise.

**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.

**Not included in your tour price:** Lunches (except where specified), occasional dinners, drinks, laundry, phone calls, passport and visa fees, port taxes, items of a personal nature, excess baggage, optional excursions, gratuities on Affordable Value Escorted Tours, etc.

**Solo Traveller:** A limited number of single rooms are available by request at time of booking. Single supplement must be paid with final payment. Should shared rooms be necessary, a proportional refund of the single supplement will be provided at the end of the tour. Share accommodation is available on Canada land tours (excluding stopovers, pre/post accommodation and lodges).

**Triple Rooms:** Triple Room prices are subject to availability and based on existing hotel bedding or stateroom availability on cruises (max. 2 beds per room). Third bed might be roll-away.

**Smoking:** In the interest of other passengers' comfort, there is no smoking on the coaches and in Twin Share matched rooms. 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.

**Holland America Line:** The 7 night & 14 night Alaska cruises and Canada East Coast cruises are operated by Holland America Line. A Cruise Escort will travel on Holland America Line cruise with the group. This Cruise Escort may differ from the land APT Tour Director. This is subject to minimum numbers and at the discretion of APT. Dining times are allocated by Holland America Line and cannot be guaranteed prior to departure.

Premier Plus Touring cruising is based on Verandah Staterooms up until 11 Dec. 09, after this date the staterooms are based on availability.

A Verandah Stateroom is defined by the following categories:

- Statendam, Ryndam, Maasdam, Zaandam, Volendam, Rotterdam and all S class ships, category A-BB - Verandah Suites.
  - Oosterdam, Eurodam, Amsterdam, Zuiderdam, and all Vista, VA-VH - Deluxe Verandah Outside Stateroom
- Gratuities are included for the Hotel Service Charge, which is staff that directly affect your experience, eg. dining room wait staff, stewards and house keeping. A 15% service charge is automatically added to bar charges and dining room wine purchases.

Affordable Value Touring cruising is based on Inside Staterooms - Category K on the ms Volendam and ms Zuiderdam. Gratuities are not included for Holland America Line. On your cruise a gratuity of US\$11 per person, per day will automatically be added to your shipboard account.

**Alaska Land Tours:** Cruise is operated with Holland America Line. As Alaska is a remote region, choice of hotels is limited and may not be as luxurious as in other areas. Premier Plus Touring land tour is escorted by a Holland America Line tour escort and gratuities are not included on the land portion. Affordable Value Touring the land tour is operated by Premier Alaska and is escorted by a local guide.

**Seat allocation on coach tours:** To ensure all passengers enjoy forward facing and window seating, we have incorporated a daily seat rotation system.

**Luggage Limits:** 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).

**Pre/Post Tour Hotels:** We are pleased to offer a selection of hotels before or after your tour at discounted prices. Must be pre-booked and paid with your final balance. Please enquire for hotels and prices.