

General Terms & Conditions

The following terms and conditions ('booking conditions') form the basis of your contract with operator ('THE OPERATOR', 'we' or 'our'). Please read them carefully as they set out your and our respective rights and obligations.

These Terms & Conditions were correct at time of publication.

Our terms and conditions are divided in two sections - those of generic nature that are consistent across all THE OPERATOR holidays; and those of a specific nature that relate to particular holiday packages.

GENERAL CONDITIONS:

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 package you have booked with THE OPERATOR. 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

Price Validity

Published prices 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 the [website](#). Prices will be confirmed at time of booking and honoured for up to seven days. All holidays are subject to availability at the time of booking.

Please see important information listed under Specific Destination Terms & Conditions for relevant deposit and final payment terms.

Transfers

Airport transfers are included on the first and last day of the holiday package at designated times. 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. A group transfer is generally a shared transfer and the type of vehicle used will normally be dependent upon the size of the group.

Public Holidays & Festivals

Most countries have public holidays, religious or otherwise. Festivities may temporarily disrupt your holiday and some religious holidays may result in a reduction of facilities and entertainment.

Other Special Offers

Special Deals and Special Offers other than those advertised herein. 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. THE OPERATOR will arrange air travel as advertised in connection with your holiday package or otherwise arranged with THE OPERATOR. 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. THE OPERATOR is not liable for delays or disruptions of air travel. Once tickets are issued THE OPERATOR 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

THE OPERATOR uses the services of a range of airlines in its packages. THE OPERATOR does not warrant that its airfares attract loyalty points as airlines control the application 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.

THE OPERATOR 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 THE OPERATOR 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. Deposits 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 THE OPERATOR (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. THE OPERATOR 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. 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.

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 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. THE OPERATOR will pass your request onto the hotel, airline or other supplier but cannot guarantee that it will be accommodated. THE OPERATOR 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.

Accuracy

THE OPERATOR has endeavoured to ensure that the information provided about accommodation, itineraries etc., is correct to the best of its knowledge at the time of publication. 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 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 our collateral as a result of local conditions, weather conditions, annual events. THE OPERATOR will endeavour to notify you of any significant changes prior to your departure.

Disruption to Cruising and 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, rail, river or weather conditions, strikes or other reasons beyond THE OPERATOR's control. If conditions render any routes unsafe for navigation, THE OPERATOR reserves the right to provide alternative services including, but not limited to, accommodation on the docked ship or substitute land arrangements. Under normal river conditions, itineraries will operate as far as possible as published. However, sometimes for reasons beyond our control, it may be necessary to make alterations to your itinerary. For example, without limitation, if there is a water level problem on a river, it may be necessary to operate part of the itinerary by coach and alternative sightseeing may be included. THE OPERATOR 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. 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 such other events which are beyond our control. THE OPERATOR cannot guarantee exact arrival and departure times for carriers and operators used by THE OPERATOR and THE OPERATOR will not be liable for failure to make connections with any other services or attractions beyond its control.

Flight Changes

The flight timings 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. THE OPERATOR 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.

Out of Date Range Flights

If airlines have not published their schedules or airfares at the time of your booking, THE OPERATOR will estimate the cost of airfares connected with your holiday package. When the airline releases flight inventory and airfares, THE OPERATOR will confirm seats and pricing by sending you an updated invoice. Once flights have been confirmed by you and payment has been received, THE OPERATOR will issue your tickets.

Force Majeure

Force Majeure event means the occurrence of an event that is beyond THE OPERATOR's reasonable control and which could not have been reasonably prevented by THE OPERATOR, 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, including changes or amendments in regulations or access to services, sites or countries caused by declared epidemic or pandemic events.

Termination of Booking Contract or Change of Travel Arrangements due to Force Majeure

If THE OPERATOR, in its reasonable opinion, considers that any Force Majeure event prevents THE OPERATOR (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, THE OPERATOR 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 that THE OPERATOR cancels or changes your travel arrangements in any way due to a Force Majeure event, THE OPERATOR will not be liable to you in contract, tort, statute or restitution for any loss (including, but not limited to, loss of deposit or purchase price and loss of enjoyment), damage, costs, charges, expenses or injury resulting from or in connection with (whether directly or indirectly): (a) the cancellation or change to your travel arrangements; or (b) the Force Majeure event. THE OPERATOR is not liable to refund any part of the deposit or purchase price paid by you if THE OPERATOR subsequently changes or cancels your travel arrangements in connection with a Force Majeure event. Force Majeure events are unpredictable and beyond THE OPERATOR's control. As you are required to purchase travel insurance to adequately protect yourself against these risks, your policy needs to respond to these risks. You acknowledge and accept that these terms are reasonably necessary to protect the legitimate interests of THE OPERATOR based on expected non-recoverable costs and expenses to be incurred by THE OPERATOR, including but not limited to

overhead expenses and works or services performed personally by THE OPERTATOR, leading up to the commencement of the holiday package, alternatively prior to the Force Majeure event.

Data Protection Policy

Any personal information (including sensitive information and health information) that THE OPERTATOR 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.theopertatorouting.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 THE OPERTATOR. Although we take care in selecting the independent service providers and the optional excursions conducted by some independent service providers, THE OPERTATOR 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 THE OPERTATOR, 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. THE OPERTATOR representatives are empowered to ask guests to depart a holiday package if they are displaying known COVID-19 symptoms. Abuse or harassment of any kind toward crew, contracted suppliers or other guests may result in immediate removal from a holiday package. Guests will be responsible for arranging and paying for their own transport home if they are asked to leave the tour. THE OPERTATOR 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. THE OPERTATOR accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detention, delay (including mechanical breakdown) beyond its control.
4. Any term, condition or warranty expressed or implied by statute or otherwise in respect of the holiday packages contained in any of our collateral 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, THE OPERTATOR'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 THE OPERTATOR in respect to any monies paid to your travel agent unless and until THE OPERTATOR notifies you (by way of a booking confirmation advice or payment receipt advice) that monies have been received by THE OPERTATOR. THE OPERTATOR reserves the right to cancel any ticket or booking or refuse to carry any passenger where payment has not been received by THE OPERTATOR within the specified time.
7. Specific meal requests are requests only and cannot be guaranteed.

COVID-19 Requirements

Before booking and before you travel, ensure that you check the latest Government travel requirements and THE OPERTATOR updates which include the on board protocols (which will be available on [website](#) which will set out the obligations which apply to customers departing on tours. This may include obtaining proof of negative test results prior to embarkation, completion of health questionnaire, mask wearing, requirement to isolate if COVID-19 symptoms present during tour and removal of passengers from the tour if deemed necessary by medical staff. Compliance with the travel requirements and THE OPERTATOR updates is mandatory and anyone refusing to comply can be denied access to the tour or removed from the tour at THE OPERTATORs absolute discretion.

Medical Assistance

THE OPERTATOR does not employ medical staff on its tours. 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. THE OPERTATOR is not responsible for the type or quality of the medical services you may receive.

Local Purchases

THE OPERTATOR 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.

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.

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 or ship cabins. Requests for smoking/non-smoking rooms will be passed on to hotels but cannot be guaranteed.

Responsible Service of Alcohol

Our staff are trained in the responsible service of alcohol and are obliged by law to refuse service to any guest who, in their reasonable opinion appears to be intoxicated or behaves in an aggressive or offensive manner.

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 THE OPERATOR within 30 days.

Luggage Limits

Each passenger is entitled to take one piece of luggage that does not exceed 160cm (63 inches), or weigh more than 23kg (50 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.

Some holiday packages may have restricted luggage limits, please refer to Specific Terms & Conditions under relevant destination for more information.

Kimberley & Outback Wilderness Adventures

A non-refundable security deposit per person, per holiday package is required within seven days of booking.

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. THE OPERATOR 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 THE OPERATOR within the specified time. All fares and charges are in New Zealand 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 THE OPERATOR 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 of age are not recommended on tours and cruises. Children under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

Included in your Holiday Package Price

All coach and travel, accommodation, transfers on the first and last day, sightseeing, specified excursions, meals, admissions, National Park fees, port charges and the services of a Cruise Director, Murray River cruises also include complimentary beverages served on board your ship throughout the day (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.

Not Included in Your Holiday Package 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, 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 included on your Small Ship Luxury Expedition Cruise but not included on land holiday packages. Gratuities are not included for any additional excursions purchased while on tour. Gratuities cannot be redeemed for a cash refund.

Hotels

In more remote locations, hotel standards may not be 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 publication will be used on almost all holiday packages, however, if a change is necessary for any reason, APT will endeavour to ensure that a alternative accommodation is of an equivalent standard to those shown.

Solo Travellers

A 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.

Cruising – Cabin/Suite/Stateroom Selection

THE OPERATOR will make every effort to assign specific cabins, cabin numbers or locations on the ship if requested. If this is not possible, THE OPERATOR reserves the right to make changes to cabin assignment, within the category booked, without prior notice.

Passengers Needing Special Assistance

THE OPERATOR 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 THE OPERATOR 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 THE OPERATOR 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 THE OPERATOR as soon as possible and prior to departure. Where possible THE OPERATOR 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 THE OPERATOR does not provide personal assistance. THE OPERATOR 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 THE OPERATOR 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. Further, side by side docking may require passengers to climb. THE OPERATOR 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. THE OPERATOR 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.

Passports & Visas

All Small Ship Luxury Expedition Cruise passengers must carry a passport which is valid for a duration of your cruise. Meeting necessary passport and visa requirements and cost is the sole responsibility of the passenger. Non-Australian passport holders, or passengers who are not permanent resident permit holders for Australia, may require a visa to enter Australia. THE OPERATOR is not responsible for delays or missed portions of cruise/tour relating to incorrect travel documents.

Health & Fitness

A good level of fitness and health is required to participate on THE OPERATOR'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. Our Small Ship Luxury Expedition cruises require you to be able to climb in and out of Zodiacs and some of our excursions may involve wet landings (see Shore Excursions for more information). 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 THE OPERATOR 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. THE OPERATOR 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

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. Passengers must be able to climb ramps to embark or disembark cruise ships and tenders. Small Ship Luxury Expedition cruising holidays require several wet landings, whereby feet and legs may be fully immersed in water during embarkation and disembarkation of Zodiacs or tenders. .

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 their 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 publication, the following THE OPERATOR 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

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 THE OPERATOR 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 THE OPERATOR's loss and are otherwise reasonably necessary to protect the legitimate interests of THE OPERATOR. If you request changes, or amend your booking in any way after THE OPERATOR has issued your documents, THE OPERATOR may charge you an administration and processing fee of \$70 per person in addition to any applicable cancellation fees.

Cancellation of Ticketed Airfares

An THE OPERATOR cancellation fee 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 THE OPERATOR 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 NEED TO CHANGE OR CANCEL YOUR HOLIDAY

If we change or cancel your holiday before your departure, THE OPERATOR 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 occasion changes do have to be made, and THE OPERATOR reserves the right to cancel or amend holiday packages/excursions accordingly. All tours require a minimum number of bookings in order to be financially viable and to have a pleasant group atmosphere. In the event adequate numbers cannot be achieved, it may be necessary to cancel a scheduled departure and offer the nearest possible alternative date (or a refund of the monies paid for arrangements made by THE OPERATOR).

ON HOLIDAY

Noise and Vibration

Reasonable steps are taken to minimise noise and vibration on vehicles and cruise vessels. You acknowledge and accept that some noise and vibration may be experienced on vessels and that THE OPERATOR is not liable to you for any such noise and vibration.

Seat Allocation on Land Touring

To ensure all passengers enjoy window seats and forward located seats, on longer tours a daily seat rotation system may apply at the discretion of the Tour Director/Driver-Guide. We do not warrant that the seat rotation will be adjusted to suit personal preference. Medical Assistance Small Ship Luxury Expedition cruises have an onboard doctor and infirmary. Passengers are responsible for all charges that result from visiting either the onboard medical practitioner or a local medical facility. THE OPERATOR is not responsible for the type or quality of medical services you may receive.

Adventure Pack and Day Kit

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

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 Expedition Cruises luggage restrictions apply as outlined in General Conditions.