

# General Information & Conditions

The following terms and conditions ('Booking Conditions') form the basis of your contract with Australian Pacific Touring (U.K.) Limited ('APT', 'we' or 'our', of 1st Floor, Chalfont Court, 5 Hill Avenue, Amersham, Buckinghamshire, HP7 0HT, which is registered in England under company number 01662539. 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.

## BEFORE YOU BOOK

### Prices – Deposits – Discounts – Payments

The cruise/tour price will be confirmed to you at the time of booking. We endeavour to ensure that the most up to date and accurate prices are in our brochure and on our website. However, in the event that an incorrect price is advertised, due to an unfortunate error, we will endeavour to notify you at the time of the booking (if we are aware of the error at that time), or within seven days of the booking or as soon as reasonably practicable. We reserve the right to cancel the booking if you do not wish to accept the correct price applicable to your holiday. In such circumstances you will be given the choice of amending your booking to an alternative holiday. Changes in transportation costs, including the cost of fuel dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within 14 days from the date on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

Prices for cruises/and in this brochure are based on exchange rates published on 4 January 2016. For all Europe river cruises, a £500 deposit per person is required within seven days of booking confirmation. For Small Ship cruises, a £500 deposit per person is required. For Botanica cruises and tours a £1,000 deposit per person is required. Air prices and taxes are subject to change and can only be confirmed once your deposit has been received. This will be mentioned at the time of booking. Final payment 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 to refuse to carry any passenger where payment has not been received by APT within the specified time. All fares are in British Pounds. Prices are per person twin share (unless specified). Reasonable credit card surcharges apply.

### Travelling with Minors

Children under twelve 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. We reserve the right to limit the number of children on board any particular vessel between the ages of 12 and 18.

### Included in Holiday Package Price

All coach and travel, accommodation, airfares (as indicated in individual itineraries), gratuities, airport transfers on the first and last day, sightseeing, specified excursions, meals, admissions, port charges and the services of a Cruise Director as stated in your itinerary. The Royal Collection includes complimentary beverages throughout the cruise (French Champagne, premium spirits and selected wines are not included).

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

Airport taxes, laundry, passport and visa fees, courier fees, 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 and gratuities not specified in your itinerary.

### Home-to-Airport Transfers

Home-to-airport transfers are included in the price of all APT tours and cruises (excludes Travelmavel by APT), when booking within a radius of 75 driven miles from the UK departure airport or Eurostar station (St Pancras International, Ashford International or Ebbsfleet Train Station) confirmed for your package. No cash alternative will be given. For journeys more than 75 miles there will be an additional charge per car per mile. This service is only available for UK mainland.

### Transfers at Your Destination

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 ship/hotel at their own expense. Some holiday packages include group transfers from or in between airports / hotels / ships and vice versa. A group transfer is generally a shared transfer departing at a set time 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 22 March 2017 and 27 December 2017. 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 online at [www.aptouring.co.uk](http://www.aptouring.co.uk) and our qualified staff are available to discuss your options.

### Gratuities

Have been included for all services as indicated in the itinerary on all APT tours and cruises and cannot be redeemed as a cash refund.

### Hotels

Hotel rooms are generally not available for check-in before 3pm and require check-out by 10am.

### Twin or Double Rooms

Accommodation in all hotels, regardless of the rating, is in standard rooms based on twins or doubles unless otherwise stated.

### Solo Travellers

A limited number of single rooms/suites/cabins may be available on request at the time of booking your cruise/Holiday Package. Single rooms/suites/cabins are usually smaller than standard twin or double rooms and often only have one single bed.

### 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.

### Passengers Needing Special Assistance

APT welcomes passengers with disabilities or special needs provided they are accompanied by a companion capable of providing all necessary assistance. Any disability or medical condition requiring special attention must be reported to APT at the time of booking. A Health, Fitness and Mobility questionnaire will be provided and required to be completed at the time of booking if you advise of any health, fitness or mobility issues. APT and Travelmavel by APT are 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. APT will make reasonable efforts to accommodate the special needs of mobility impaired passengers, but is not responsible for any denial of services by carriers, hotels, trains, restaurants or other independent suppliers, or for any additional associated expenses. Coaches and minibuses are not equipped with wheelchair ramps. Not all river cruise ships and decks have elevators. Cabin doors and restrooms on river cruise ships are not 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 cruise ship is at anchor. APT is unable to provide individual assistance to any passenger for walking, dining, boarding or alighting 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 include the climbing of stairs and walking over uneven surfaces.

### Visa & Passports

All passengers must have a valid passport that is valid for at least six months after the holiday package return date. Passengers must consult with the appropriate consulate to ensure any applicable visas for countries visited have been obtained prior to departure. Passengers are solely responsible for meeting necessary passport and visa entry requirements and paying all associated costs. APT is not responsible for delays or missed portions of cruise/tour relating to incorrect travel documents.

### Shore Excursions

The timing of the shore excursions on all river cruise ship Holiday Packages may differ slightly for each Holiday Package. The published times are a guide only and are subject to change without notice. It is impossible for large coaches to be used for some city sightseeing excursions and many towns and cities will be visited by way of walking tours, some with cobblestone streets. For river cruising, clients must be able to climb ramps to embark or disembark river cruise ships. Depending on river levels, these may have a number of steep steps.

### Royal Collection Cruises – Freedom of Choice™ & Signature Invitation Excursions

Due to venue closures on some dates, some options may not be available as listed. Minimum and maximum group numbers apply on some Freedom of Choice options. If your first choice of excursion is unavailable you may be asked to choose an alternative. Guided bicycle tours operate from May to October and are dependent on weather conditions. In Vienna, the Spanish Riding School option is based on the riding school morning exercise and may not be available on all departures. The Mozart Boys Choir does not perform on all departures and may be substituted with an alternative children's choir.

### Royal Collection Cruises – Butler Service & Room Service

Butler Service is available on Concerto vessels only. Silver Butler Service is available to guests in Cat. T+ and P suites. Gold Butler Service is available to guests in Cat. P+, Owner's, Royal and Owner's+ suites. Room Service of continental breakfasts and dinners is available in Cat. B+, A, A+ and Owner's suites on Aria vessels and Cat. B+, T, T+, P, P+, Owner's, Royal and Owner's+ suites. Butler Service and Room Service are not available on Voyages departures.

### Public Holidays/Festivals

Virtually all countries have public holidays, religious or otherwise. These may temporarily disrupt your holiday and/or may result in a reduction of facilities and entertainment.

### Late Bookings & Special Offers

Many of the hotels and Holiday Packages included in our late bookings promotions or special offers are also featured in APT's other main brochures and on its website. Late booking promotions and special offers do not apply to existing bookings unless otherwise stated.

## BOOKING & PAYING FOR YOUR HOLIDAY

### Your Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Booking Conditions. A contract will exist as soon as we issue our confirmation invoice. You will also be provided with an ATOL certificate (see clause Consumer Protection - ATOL for more information). This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. If your booking is made through a travel agent we will address all communications to that agent, who will act as agent for you in regard to all communications from us to you. When you buy a

flight-based holiday, all monies you pay to the agent are held by the agent on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

### 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 from London, Birmingham, Manchester and Glasgow are subject to flight and booking availability. Once sold out surcharges may apply. 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. Please note that flights may be indirect and some airlines charge for luggage separately.

### Out of Date Range Flights

If airlines have not published their schedule at the time this brochure was printed or at the time of booking, APT will estimate the cost of airfares connected with your Holiday Package. When the airline releases flight inventory and airfares, APT will confirm seats and pricing to you by sending you an updated invoice. Once flights have been confirmed by you or your travel agent and payment has been received APT will issue your ticket/s.

### No-Fly Rail Option

Rail bookings will not be confirmed at time of booking and may only be confirmed 90 days prior to travel or when the rail sector is open for sale. A surcharge may apply to rail options and this shall not be confirmed until rail reservations have been secured. When travelling by rail, passengers are responsible for their own luggage.

### Travel Insurance

Travel Insurance is not included in your Holiday Package. It is a condition of booking that you purchase comprehensive travel insurance that includes (without limitation) coverage for medical expenses, loss of luggage, personal liability, delay, cancellation curtailment, missed departure and legal expenses. Please note that special insurance may be required if you intend to participate in sports or activities that have been arranged independently of us. Before departure we will require proof of your insurance policy.

### Travel Information & Documents

After booking you will receive an invoice with important information relevant to your Holiday Package. We strongly recommend you check the details carefully and read the included information. Approximately 21 days before departure you will receive your ticket together with your final itinerary. Please ensure that you check your flight timings carefully on your tickets, particularly early am departures. 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 onto 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.

### Special Offers

Conditions apply. Subject to availability at time of booking. Cannot be combined with any other offer and maybe withdrawn at any time. Savings figures shown are the maximum possible savings available for the itinerary for which they appear and may not apply to all departures or all suite categories. Saving of up to £3,000 per couple is based on saving of £1,500 per person when booking a European Gems (EUTC15F/EUTC15F) cruise on 3 April and 7 April 2017 departures only. Valid on new bookings made by 30 April 2016.

## IF YOU WANT TO 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 £50 and payment of any further costs incurred as a result of the change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

### Cancellation Policy

For all Holiday Packages in this brochure, if you choose to cancel 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. If you request changes after APT has issued your documents, APT may charge you a fee of £50 per person in addition to any applicable cancellation fees.

## Cancellation of Airfares

Scheduled airlines normally regard name changes and changes to departure dates as a cancellation and rebooking, which may attract a cancellation fee. Applicable cancellation fees may amount to 100% of the airfare.

## IF WE CHANGE OR CANCEL YOUR HOLIDAY

### 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, hotels, 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, or on the website, as a result of, by way of example but not limited to, local conditions, weather conditions and/or annual events. APT can give no guarantee as to exact arrival and departure times for carriers and operators used on the cruise/tour. 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 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.

## BEFORE YOUR DEPARTURE

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 airlines, 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. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. 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. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard from us if available (if you choose an alternative which is more expensive you must pay the difference but we will refund any price difference if the alternative is of a lower value), or cancelling your holiday and receiving a full refund of all monies paid. Please note that carriers such as airlines used in the brochure may be subject to change.

We will not cancel your travel arrangements less than 100 days before your departure date, except for reasons of Force Majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached, of which you will be informed in writing ("Low Bookings"). If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from us, if available (if you choose an alternative which is more expensive you must pay the difference but we will refund any price difference if the alternative is of a lower value). If we cancel or make a major change and you accept a refund, we will consider an appropriate refund of your travel insurance premiums if you can show that you are unable to transfer or reuse your policy.

### 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 the law in any jurisdiction or territory relevant to the booking contract, which includes changes in statute, regulation, determination, by-law, declaration, licence 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 the 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 that APT cancels or changes your travel arrangements in any way due to a Force Majeure event, APT 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. APT is not liable to refund any part of the deposit or purchase price paid by you if APT subsequently changes or cancels your travel arrangements in connection with a Force Majeure event. Force Majeure events are unpredictable and beyond APT's control. It is your responsibility to purchase travel insurance to adequately protect yourself against these risks.

## ON HOLIDAY

### Noise & Vibration

APT takes steps to minimise noise and vibrations on its river 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 or vibration.

### Docking Position

During port stops, river cruise ships may dock side by side, obstructing views and requiring you to pass through or over other ships to embark/disembark.

## 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.

### Bicycles & Bike Excursions

Some APT Holiday Packages include bicycle Excursions which, for safety reasons, only operate between May and October.

### Personal Belongings & Lost Items

For security reasons valuables should be kept to a minimum and packed in your hand luggage along with your medicines, camera, film, electrical or battery-operated appliances. 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.

### Disruption to Cruising & 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, river or weather conditions, strikes or other reasons beyond APT's control. If conditions render any routes unsafe for navigation, APT 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 detailed in this brochure. 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 or canal, 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. 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. Where disembarkation is necessary, services such as Wi-Fi and complimentary all-day beverages cannot be provided. Complimentary beverages are guaranteed during evening meals. 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.

### Complaints

If you have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) and our representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at 1st Floor, Chalfont Court, 5 Hill Avenue, Amersham, Buckinghamshire, HP6 5BD, giving your booking reference and all other relevant information. It is strongly recommended that you communicate any complaint to the supplier of the services as well as to our representative without delay and complete a report form whilst on holiday. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

In the rare event of a dispute which cannot be settled amicably we can also offer you an arbitration scheme for the resolution of disputes arising out of this contract. The scheme is arranged by ABTA and administered independently. The upper limit on claims is £5,000 per person and £25,000 per booking form. This scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences. It can however deal with claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Please see clause Consumer Protection - ABTA.

## 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.co.uk/privacy](http://www.aptouring.co.uk/privacy) or by request to us.

### Limitation of Liability

1. APT agrees that the holiday arrangements it will make, perform or provide, as applicable, as part of the contract with you will be made, performed and provided, as applicable, with reasonable care and skill. We will not be liable where any failure in the performance of the contract is due to you; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. We will only be responsible for what employees do or do not do if they were acting within the course of their employment and we will only be responsible for what agents or suppliers do or do not do if they were at that time carrying out work that we had asked them to do. Please note that it is your responsibility to show that reasonable care and skill has not been used if you wish to make a claim against us.

2. Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, (1st Floor, Chalfont Court, 5 Hill Avenue, Amersham, Buckinghamshire, HP6 5BD or 0800 012 6686) or the offices of the relevant supplier.

3. Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any

conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices (1st Floor, Chalfont Court, 5 Hill Avenue, Amersham, Buckinghamshire, HP6 5BD or 0800 012 6686). Your right to a refund and/or compensation from us is set out above. If any payments to you are due from us, any payment made to you by the airline will be deducted. This clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

4. The optional excursions are not operated by or at the direction or on behalf of APT or its employees or agents or any other persons or companies associated with APT. By taking bookings for these cruises/tours, APT acts as each optional tour operator's agent.

5. On cruises/tours including activities such as but not limited to electric bikes and swimming, passengers accept that there is a material element of risk.

6. In the event that you wish to make a claim or complaint against us, both the services that we have agreed to provide or arrange as part of the contract between you and us and the laws and regulations of the country in which the claim or complaint occurred will be taken into consideration in determining whether or not the services were properly provided. If the services provided comply with local laws and regulations, the services will be treated as having been properly provided, even if the services did not comply with the laws and regulations of the UK, unless the claim or complaint relates to the failure to provide a safety feature which may cause a reasonable holiday maker to refuse the particular arrangements.

7. If you, or any member of your party have a medical condition or disability which may affect your cruise/tour, please tell us before you confirm your cruise/tour 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 cruise/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 APT, 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. APT will not be responsible for expenses resulting in such persons being precluded from completing the tour for any reason.

### Responsible Service of Alcohol

Our staff are trained to serve alcohol in a responsible manner and are obliged by law to refuse service to any guest who is in the reasonable opinion of any employee, intoxicated or behaving in a dangerous, aggressive or offensive manner.

### Medical Assistance

APT does not employ medical staff on our ships. 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.

### Luggage Limits

Each passenger is entitled to take one piece of luggage that does not exceed the weight limit of 20kg (44 pounds).

### APT Club

Details including the full range of benefits and conditions may be viewed on our website at [www.aptouring.co.uk/APTClub](http://www.aptouring.co.uk/APTClub)

### Smoking

For other passengers' comfort there is no smoking on coaches or river cruise ships, except in designated areas, where available.

### Consumer Protection – ATOL

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### Consumer Protection – ABTA

APT is also a member of ABTA with membership number V9080. ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. APT has provided a bond to ABTA for the protection of monies paid to us in respect of package holidays that do not include flights. This protection follows the guidelines of the latest European legislation and complies fully with all legal requirements within the UK. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, please contact ABTA, 30 Park Street, London SE1 9EQ. Telephone: 020 3117 0500 or visit: [www.abta.com](http://www.abta.com)

### Maps Within This Publication

Note that maps may not be to scale.

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