

1. Definitions

"A&K" means Abercrombie & Kent (Australia) Pty Ltd ACN 005 422 999.

"ACL" means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010.

"Conditions" means these Terms and Conditions.

"Contract" means any agreement for the provision of Travel Arrangements or Services by A&K to the Customer.

"Customer" means a person, jointly or severally if more than one, acquiring Travel Arrangements or Services from A&K.

"Departure Date" means the date scheduled for the Customer to depart at the start of the Travel Arrangements.

"GST" has the definition given in A New Tax System (Goods and Services Tax) Act 1999 ("Act") or any amending legislation, and includes any similar value-added or consumption tax.

"Material Alteration" means a material change to the Travel Arrangements as determined at A&K's sole discretion.

"Products" means individual components of Travel Arrangements, such as accommodation, meals, transport, cruises and tours.

"Services" means the booking and payment services provided by A&K in relation to Travel Arrangements.

"Suppliers" means the third parties that are responsible for providing the individual Products.

"Tax Invoice" means a tax invoice which complies with the definition contained in section 29 - 70 of the Act or any amending legislation.

"Travel Arrangements" means the travel arrangements made by A&K including all Products.

2. Basis of Contract

2.1 The Conditions apply exclusively to every contract for Services by A&K to the Customer and cannot be varied or supplanted by any other condition unless expressly accepted in writing by A&K.

2.2 Acceptance: Payment of a deposit indicates the Customer's acceptance of the Conditions.

2.3 Different Products may have specific terms and conditions, deposit requirements and cancellation charges applicable to the Product. These will be communicated during the quoting and booking process.

3. Booking Your Holiday

3.1 Quotes - will be provided in relation to a price for the Travel Arrangements. The quote is valid for a period of 7 days.

3.2 Deposit - a deposit of 25% of the total booking cost or \$1,000 per person (whichever is the higher amount) and full names of all Customers as per passports are required to secure the booking. There may be an additional deposit depending on the policies of the Supplier of Products being booked. Any additional deposits will be advised at time of booking.

3.3 Booking requests within 90 days before the Departure Date must be accompanied by full payment and may be subject to an urgent processing fee.

3.4 A minimum length of 3 nights of Travel Arrangements is required for all bookings.

4. Price Policy

4.1 All prices shown herein are per person in Australian Dollars unless otherwise specified. Prices shown are indicative only and usually for travel during the low season. "From" prices are the lowest prices for the Products we believe are available based on known costs, exchange rates and information available from Suppliers at the time of establishing those prices. Prices do vary across date ranges, are subject to availability and to change due to factors including currency exchange rate fluctuations, fuel levies, tax changes or any other changes in connection with the Travel Arrangements. Please contact A&K for best available price for your preferred travel dates. Prices are subject to the quote provided.

4.2 Travel Arrangement prices are quoted for the entire package of Products, and itemised component costs cannot be given.

4.3 Prices per person may be based on Products being booked for all Customers in the Booking and, accordingly, Customers must travel together throughout the Travel Arrangements, unless variations are explicitly agreed.

4.4 Surcharges - the price of the Travel Arrangements is subject to the possibility of surcharges. Surcharges may be incurred (without limitation) in connection with: currency exchange rates, increases in Product prices, fuel levies, scheduled airfares, hotel, cruise and ground transportation charges, game park entrance fees, government imposed charges and taxes, and any other increases in connection with the Travel Arrangements.

4.5 Where there is any change in the costs incurred by A&K in providing the Services, A&K may vary its price to account for such change by notifying the Customer, whether or not the Customer has made full payment.

4.6 Changes in the Australian Dollar - the financial commitments A&K undertakes in order to offer the prices mean that prices cannot be reduced or refunded if the Australian dollar strengthens.

4.7 Products not Utilised - no refunds are made in respect of Products booked but not utilised, for example, flights, accommodation, meals and sightseeing excursions.

4.8 Tailor-made Journey inclusions - Accommodation as detailed on a double/twin share basis; personal airport meet & greet on arrival and private transfers to and from airports throughout; transport by private air-conditioned vehicle (except for shared excursions from safari camps, lodges, cruise vessels or trains or when vintage or jeep style vehicles are used or some other exception as stated in the itinerary); bottled water during transfers and touring; daily breakfasts and selected meals as specified in the itinerary; services of an English-speaking guide; park and entrance fees for all sightseeing and included activities; internal flights (in economy class) only if specified as included in the itinerary; round-the-clock support through A&K's extensive network. Some Tailor-made Journeys may have additional inclusions that will be specified in detail at time of quoting or booking.

4.9 Tailor-made Journey exclusions - International airfares, unless otherwise noted; costs associated with obtaining passports or entry visas; reciprocity and other border fees; insurance coverage of personal loss, injury, illness or damages incurred during your trip; items of a purely personal nature such as drinks, laundry, dry cleaning, internet, phone charges; transfers, sightseeing or meals not specified in itinerary; excess baggage charges; airport departure taxes, unless otherwise noted; gratuities unless expressly included.

4.10 Air Transportation - International airfares (to the journey starting point and from the ending point) are not included in journey pricing. Some journeys include internal flights as specified in the itinerary. All internal airfares are based on economy class seating, unless specified, and are 100% non-refundable at time of payment of the Deposit (some exceptions may apply). Where internal flights have instant purchase conditions, payment for those Products is required in order to book them. Prices for all international and internal flights are subject to change until final payment has been received by A&K. Flight confirmation is based on availability. Flight reservations cannot be confirmed and ticketed until full passport details and payment for those Products are received by A&K.

Airlines are independent contractors and are not owned, managed, controlled or operated by A&K. Your airline ticket constitutes a contract between yourself and the airline(s) (and not A&K), even if purchased through A&K. A&K is not liable for and does not assume responsibility or accept claims with regard to seat assignments, name changes, schedule changes, flight changes and/or cancellations. Should you change or cancel your air transportation arrangements before or after your travel begins, all airline change and cancellation fees will apply.

4.11 Prices quoted include GST. Prices for the supply of the Travel Arrangements and the Services exclude any other taxes, duties or imposts imposed on or in relation to the Travel

Arrangements and the Services in Australia or overseas. The Customer is liable to pay any amount of GST imposed on any Product.

5. Payment

5.1 Final Payment - unless otherwise agreed in writing, the final payment must be received by A&K 90 days prior to the Departure Date.

5.2 Where bookings are made less than 90 days before the Departure Date, full payment must be made at the time of the booking.

5.3 If you pay A&K by credit card, a surcharge will be added to the total price. The current surcharge for all credit cards is 1.5% of the total price.

6. Amendments

6.1 A&K will endeavour to assist if the Customer requests an amendment to the Travel Arrangements up to 90 days prior to the Departure Date subject to the following:

- a) Amendment Charge - fees apply to any Customer requesting a change to a confirmed booking.
- b) Additional Charges - all other expenses incurred by A&K may also be payable by the Customer at A&K's discretion.
- c) Any charges arising from a request for an amendment are payable by the Customer whether or not A&K is successful in confirming the requested amendment.
- d) Late Amendments - amendments made by the Customer within 90 days of the Departure Date are treated as cancellations and re-bookings. Cancellation charges apply as detailed below.

7. Cancellations by the Customer

7.1 The Customer must give A&K notice if the Customer intends to cancel any Travel Arrangements.

7.2 Charges - the following charges, excluding international airfares, are payable by the Customer based on the number of days prior to the Departure Date A&K receives notice of cancellation:

Days prior to Departure Date	Amount or Percentage of Travel Arrangements Price Payable
91 days or more	\$1,000 per person
90 - 46 days prior	50% cancellation fee
45 - 0 days prior	100% cancellation fee

7.3 Additional Charges - Prior to full payment being received, the Customer may incur further cancellation charges from some Suppliers, including international flight providers. These charges can vary up to the amount paid.

COVID-19 ACKNOWLEDGEMENT

Prior to making a booking, the Customer must sign an acknowledgement attesting to their fitness to travel and agreeing to comply with all health protocols as directed by A&K staff during their journey. If the Customer is booking on behalf of a group of individuals, all members of the travelling party above 18 years of age must sign an acknowledgement. For individuals under 18 years of age, a Parent or Guardian must sign on their behalf. The Customer must not travel if they test positive for COVID-19 during the 14 days prior to departure; standard cancellation terms will apply. The Customer must maintain adequate physical distancing and frequently wash or sanitize hands during their journey. Masks are required in vehicles, indoor spaces, any outdoor spaces where physical distancing is not possible and in accordance with local regulations. Noncompliance with these measures will result in not being able to continue on the journey. The Customer voluntarily assumes all risks and related expenses in the event that they or any member of their travelling party require testing, quarantine or become infected with COVID-19.

8. Cancellations and Material Alteration by A&K

8.1 A&K may treat a booking as cancelled and levy cancellation charges if the Customer does not pay the

balance of the Travel Arrangements price at 90 days prior to the Departure Date.

8.2 Force Majeure - A&K may, at its sole option, where circumstances outside of its control affect the provision of Travel Arrangements (such as flood, fire, act of God, war or threat of war, physical unrest, riots, civil disturbances, terrorist activities - threatened or actual, strikes, port or airport closure, technical problems with transport, alteration or cancellation of scheduled travel services, epidemic, pandemic, government imposed travel restrictions) cancel scheduled Travel Arrangements at any time at A&K's sole and absolute discretion:

a) offer the Customer alternative Travel Arrangements or Products of comparable standard as may be appropriate in the circumstances;

or

b) if alternative Travel Arrangements or Products are not offered by A&K, A&K will make a prompt proportional (taking into account the extent of the Travel Arrangements that have been provided or arranged) refund of monies paid by the Customer.

8.3 A&K may charge a reasonable fee to cover the administration costs associated with providing alternative Travel Arrangements or Products.

8.4 A&K reserves the right to modify Travel Arrangements, including arranged sightseeing, and substitute accommodations, including vessels and trains, at any time due to unforeseen circumstances or circumstances beyond A&K's control. Every effort will be made to operate Travel Arrangements as planned, but alterations may occur after the final documents have been provided to the Customer or after Travel Arrangements have commenced.

8.5 Material Alteration - if a Material Alteration becomes necessary within 90 days of the Departure Date for any reason other than the circumstances described in clause 8.2, A&K will endeavour to offer comparable Products or a full refund of all monies paid by the Customer.

9. Obligations and Liability

9.1 Booking Agent - A&K acts as a booking agent for the Suppliers of Products and accepts no liability for any injury, loss, damage, accident, delay or irregularity that may arise to any Customer or third party resulting from the Customer's or third party's use of the Products, unless recoverable from A&K on the failure of a statutory guarantee under the ACL. A&K makes reasonable enquiries to determine that Suppliers provide appropriate Products, but A&K is not responsible for the Products or their standard.

9.2 Except as the Conditions specifically state, the Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, specification or performance of the Travel Arrangements or Services or any contractual remedy for their failure.

9.3 Nothing in these Terms restricts, limits or modifies the Customer's rights or remedies as a consumer against A&K for failure of a statutory guarantee under the ACL.

9.4 Loss - A&K is not liable for and accepts no responsibility for any direct or indirect loss, financial loss, consequential loss, loss of enjoyment, pain and suffering, damage, injury, accident, delay or irregularity occasioned to the Customer, other than if the Customer is a consumer, then to the extent the loss was reasonably foreseeable.

9.5 Nothing in the Conditions is to be interpreted as excluding, restricting or modifying the application of any relevant State or Federal legislation which cannot be excluded, restricted or modified.

9.6 Visa Requirements - it is the Customer's responsibility to ensure that the Customer has valid passports, visas and permits which meet the immigration and governmental requirements of the country of travel.

9.7 The Customer agrees and acknowledges that A&K will not be liable for any loss or damage incurred by the Customer due to the Customer's failure to obtain any valid passports, visas, permits or any other governmental requirements of the countries of transit or travel.

9.8 Medical Conditions - the Customer must notify A&K of any pre-existing medical conditions that might reasonably be expected to affect the Travel Arrangements. The Customer agrees and acknowledges that A&K will not be liable for any loss or damage incurred by the Customer as a result of any pre-existing medical condition or health issue of the Customer that may preclude, delay, affect or interfere with the Travel Arrangements.

9.9 Health Issues - It is the Customer's sole responsibility to:

a) obtain any vaccinations or take any other health precautions applicable to the country of travel;

b) take all steps reasonably necessary (including, without limitation, the consultation of appropriate medical professionals) to identify whether they have any pre-existing medical conditions or health issues (whether known or unknown) that may preclude, delay, affect or interfere with the Travel Arrangements.

9.10 A&K strongly recommends that the Customer insure themselves against loss of deposit, cancellation charges, medical expenses and loss of personal possessions, and any other foreseeable loss or expense.

9.11 The Customer acknowledges and accepts that different places, countries, facilities, vehicles and Suppliers may have lower standards of safety, labelling, warnings and precautions than in Australia. The Customer is responsible for maintaining personal diligence and safety notwithstanding the level of standards. A&K is not liable for any loss, damage, injury or death that could be avoided if the Australian standards were to apply.

10. Notice

10.1 A notice by the Customer must be in writing, and may be delivered by hand, sent by prepaid mail, sent by facsimile or sent by electronic means such as e-mail to the address or number specified.

10.2 A notice is treated as given to A&K, when:

a) if hand delivered, when delivered;

b) if sent by prepaid mail, when received or within 48 hours after posting, whichever is the sooner;

c) if sent by email or facsimile, on confirmation of successful transmission.

11. Governing Law

11.1 These Conditions are governed by and are to be construed in accordance with the laws of the State of Victoria and Australia.

11.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts and Tribunal of Victoria and Courts entitled to hear appeals from those Courts and Tribunals.

12. Privacy Information

12.1 Any personal information that A&K obtains from the Customer, or about the Customer from its representative, is necessary for A&K's business purposes or providing the Customer with A&K's Travel Arrangements, Products and Services, and may be used in answering any queries the Customer may have, considering the Customer's application for credit or to become a Customer, performing internal administration and operations, developing, improving and marketing A&K's products and services, and related purposes.

12.2 A&K's Privacy Policy details why A&K collects this personal information, who A&K may disclose it to (including whether A&K is likely to disclose it to overseas recipients), and the main consequences (if any) if A&K does not collect the personal information of the Customer. A&K's Privacy Policy also contains information about how the Customer may seek access to, or correction of, the personal information held about the Customer, and A&K's complaint resolution procedures.

12.3 A&K will not disclose any personal information to any other party without the consent of the Customer except to the Suppliers, a related entity or adviser of A&K or where A&K is otherwise required by law to do so.

12.4 A&K's Privacy Policy is available at www.abercrombiekent.com.au/privacy-statement or by request to A&K by phoning +61 3 9536 1800 or via email at privacy@abercrombiekent.com.au

13. Consent for cross-border disclosures

13.1 By making a booking, the Customer acknowledges and consents that A&K will not, as would otherwise be required, be obliged to take steps to ensure that an overseas recipient of Customer Information complies with the Australian Privacy Principles.

14. Miscellaneous

14.1 A&K's failure to enforce any of these Conditions shall not be construed as a waiver of any of A&K's rights.

14.2 If any Condition is unenforceable it shall be read down to be enforceable or, if it cannot be read down, the condition shall be severed from the Conditions without affecting the enforceability of the remaining conditions.

14.3 A&K reserves the right to correct any errors or omission in its published materials and to amend these Terms and Conditions at any time as a result of any material change to legislation or regulations or change to A&K policies. Amended Terms and Conditions shall automatically be effective upon being posted by A&K to the website www.abercrombiekent.com.au or by providing Notice to the Customer.

15. Photography During Travel

15.1 A&K reserves the right to take photographs or video during the operation of any Travel Arrangements or part thereof and to use them for promotional purposes during the Travel Arrangements and thereafter.

15.2 By booking Travel Arrangements with A&K, Customers agree to allow their images to be used in such photographs and video.

15.3 Customers who prefer that their images not be used are asked to identify themselves to an A&K representative at the beginning of their Travel Arrangements.

16. Travel Documents

Travel documents will be issued after final payment has been received. Travel documents may include special conditions including restrictions such as baggage size and weight limits. Travel documents are not transferable. All airline tickets must be issued in the name of the passport holder and some carriers will deny carriage if the name varies and the booking may be cancelled. It is the Customer's responsibility to collect all travel documents prior to travel.

17. Travel Advisories and Warnings

It is the responsibility of the Customer to be informed about the most current travel advisories and warnings by referring to the Australian Government's website at smartraveller.gov.au or by phone to 1300 555 135. In the event of an active Travel Advice against travel to the specific destination location(s) of the trip, should the Customer still choose to travel, notwithstanding any travel advisory or warning, the Customer assumes all risk of personal injury, death or property damage that may arise out of events like those advised or warned against.

18. Qantas Frequent Flyer Points

18.1 You must be a Qantas Frequent Flyer member to earn Qantas Points. A joining fee may apply. Membership and Qantas Points are subject to the Qantas Frequent Flyer Terms and Conditions, available at qantas.com/terms