

These Terms and Conditions apply to Luxury Expedition Cruises departing between February 1, 2024 and January 31, 2025 and all related Extensions and bookings for future years until updated. For all other terms and conditions, please refer to [www.abercrombiekent.com.au](http://www.abercrombiekent.com.au)

Please ensure that you read all of the Conditions below. In particular, we draw your attention to the following Clauses:

- **Clause 2 – Basis of Contract**
- **Clauses 3.1 and 3.2 – Quotations and Deposits**
- **Clauses 5 and 6 – Price Policy and Payment**
- **Clause 15 – Cancellations by the Guest**
- **Clause 16 – Force Majeure and Alterations by A&K**
- **Clause 18 – Limits on A&K's responsibility**
- **Clause 19 – Travel Advisories**

Payment of a Deposit indicates your acceptance of these Conditions. A contract is formed once the Guest has paid the Deposit.

## 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.

"Amendment Fee" means amount payable by the Guest to A&K for the additional costs of time, communication and associated administration which may be incurred by A&K to provide additional Services when a Guest requests a change to a confirmed Booking.

"Booking" means a Guest's acceptance of a Quotation as informed to A&K, subject to these Conditions.

"Conditions" means these Terms and Conditions.

"Contract" means any agreement for the provision of the Services by A&K, and the provision of the Travel Arrangements, to the Guest.

"Guest" means each person, including minors, jointly or severally if more than one, acquiring or engaging in Services from A&K, or acquiring Travel Arrangements.

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

"Deposit" means an amount payable by the Guest to A&K at the time of Booking, as set out in a Quotation.

"Force Majeure" means unusual and/or unforeseeable circumstances beyond A&K's control or the control of our suppliers, the consequence which neither A&K, nor its suppliers, could avoid even with all due care and which affect the ability of A&K to provide the Services or the ability of the Suppliers to provide Products, including, but without limitation, acts of God, flood, drought, earthquake, extreme weather or other natural disaster, ice conditions in oceans and level of water in rivers, epidemic, pandemic or significant risk to human health such as the outbreak of disease (including but not limited to Covid-19 and any disease caused by a new strain of the coronavirus), terrorist activity, civil strife, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic

relations, nuclear, natural, or chemical or biological disaster, contamination or sonic boom, any law, guidance or advice issued, or any other action taken by a government (local or national) or port, border, river and/or aviation authority (local or national) or other public authority, collapse of buildings, fire, explosion or accident, or interruption or failure of utility service.

"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 reasonably determined by A&K.

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

"Quotation" means A&K's quotation provided to the Guest in respect of proposed Travel Arrangements.

"Refundable Amounts" means the amount/s paid by a Guest to A&K in respect of a particular service the subject of amendment or cancellation, less any unrecoverable costs incurred by A&K and any Retainable Amounts.

"Retainable Amounts" means any Administration Charge, any Cancellation Charge, and any other amount unrecoverable by A&K or identified in a Quotation as retainable.

"Services" means the booking and payment services provided by A&K in relation to the Travel Arrangements, and the delivery of the Travel Arrangements which are directly controlled by A&K but does not include delivery of any Products provided or to be provided by Suppliers.

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

"Supplier Fees" means any amounts payable by the Guest to a Supplier, including but not limited to amounts payable to the Supplier in the event of amendment or cancellation.

"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 Guest 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 Guest's acceptance of the Conditions. A contract is formed once the Guest has paid the Deposit.

2.3 Different Products may have specific terms and conditions, Deposit requirements and cancellation charges applicable to the Product. These will be communicated in the Quotation or prior to the Guest making a Booking.

2.4 Guests who book with A&K are also bound by the Terms and Conditions of any relevant Suppliers (Supplier T&Cs) insofar as they relate to Products and Travel Arrangements, and the Guest accepts and agrees that:

- a) it is the Guest's responsibility to read and understand the Supplier T&Cs as provided to them or where access is made available to them; and
- b) in the event of an inconsistency between these Conditions and any Supplier T&Cs, these Conditions will prevail to the extent they relate to any Contract between a Guest and A&K.

## 3. Booking Your Travel Arrangements

3.1 Quotations – are valid for a period of 7 days.

3.2 Deposit – a Deposit of AU\$3,850 per person and full names of all Guests as per passport are required to secure the Booking. The Guest is responsible for the accuracy of the information provided.

There may be an additional Deposit depending on the policies of the Supplier of Products being booked. Any additional Deposits will be advised at the time of making a Booking.

3.3 Requests to make a Booking within 120 days before the Departure Date must be accompanied by full payment and may be subject to an urgent processing fee, in addition to any applicable Supplier Fees.

## 4. Public Health: Communicable Or Infectious Diseases

4.1 "Communicable Disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. "Infectious Disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. Guest agrees, understands, and acknowledges, that an inherent risk of exposure to Communicable and Infectious Diseases such as, for example, COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), exists in any public place where people are present, including a cruise ship. Extremely contagious Communicable Diseases can lead to severe illness and death. No precautions can eliminate the risk of exposure to them, and the risk of exposure applies to everyone. Relevant public health authorities worldwide, are referred to herein as "Public Health Authorities." You acknowledge that the risk of exposure to Communicable or Infectious Disease, such as COVID-19, includes the risk that you will expose others that you encounter, even if you are not experiencing or displaying any symptoms of illness.

Guest acknowledges and agrees to voluntarily assume any and all risks in any way related to exposure to any Communicable or Infectious Disease such as COVID-19, including illness, injury, or death of Guest or others. Guest acknowledges that participation in Travel Arrangements is entirely voluntary. By participating in Travel Arrangements Guest attests that Guest is knowledgeable about his or her individual risk of developing severe illness if Guest is exposed to and/or infected with highly contagious or communicable illnesses or diseases such as COVID-19. Guest must make an informed decision about travelling based on Guest's individual risk and Guest is strongly encouraged to consult with a medical provider before

deciding to participate in Travel Arrangements based on Guest's individual risk.

Guest further acknowledges and agrees to abide by, and consent to, all public health rules, regulations, mandates and safety protocols issued by A&K and/or its Suppliers and/or Public Health Authorities worldwide, including but not limited to: (a) Submission to mandatory testing at such times and frequency as required by Public Health Authorities or A&K or its Suppliers, which may include testing before, during and after your Travel Arrangements; (b) submission to enhanced health screening for signs and symptoms of or known exposure to communicable or infectious diseases such as COVID-19; (c) denial of participation due to signs and symptoms of a possible infection or known exposure to communicable or infectious diseases such as COVID-19 as determined by A&K or its Suppliers at its sole discretion, according to technical instructions or orders by Public Health Authorities; (d) participation in contact tracing and data collection for contagious or infectious disease surveillance; (e) mandatory isolation and/or quarantine; (f) mandatory daily temperature checks; (g) mandatory use of face coverings/face masks according to Public Health Authorities' guidelines and (h) following A&K physical distancing requirements.

You further acknowledge that the public health rules, regulations, mandates, and safety protocols issued by A&K and/or its Suppliers and/or Public Health Authorities and/or other governing bodies are subject to change. A&K reserves the right to change any of its health and safety protocols, including, but not limited to, requirements on vaccinations, masks, and physical distancing at its sole discretion, without notice. It is your sole responsibility to confirm any changes to any health and safety protocols that may be applicable at any destination worldwide and ensure compliance with all health and safety protocols.

4.2 It is Guest'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; and c) notify A&K if Guest has any pre-existing medical conditions or health issues that may preclude, delay, affect or interfere with the Travel Arrangements.

Guests must comply with all vaccination requirements for country entry and any local regulations which may change from time to time. Noncompliance with these measures will result in not being able to continue on the Travel Arrangements. The Guest voluntarily assumes all related expenses in the event that they or any member of their travelling party are not in compliance with these requirements. A&K has no control and has no authority to overrule, change or amend local government policies as they relate to testing or providing private quarantine facilities.

4.3 COVID-19 - 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 Guest as a result of:

- a) local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;
- b) any failure of a Guest to comply with local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;
- c) a Supplier refusing to provide the Products to a Guest on the basis that the Guest has failed to comply with the Supplier's reasonable directions, or local quarantine restrictions, government-imposed travel restrictions, or other laws, regulations or orders imposed by governmental authorities;
- d) a Supplier refusing to provide the Products to a Guest on the basis that the Guest has not met the health and safety protocols applied by the Supplier or its authorised agents (including, but not limited to, if the Guest develops or presents with symptoms of COVID-19);
- e) a Guest developing or presenting with symptoms of COVID-19 prior to departure or at any point throughout the Travel Arrangements, and refusing to comply with a reasonable direction by A&K or a Supplier to seek medical care; and
- f) a Guest providing inaccurate or misleading information at or before the time of making a Booking.

## 5. Price Policy

5.1 All prices are per person in Australian Dollars unless otherwise specified. Prices do vary across date ranges, are subject to availability and 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 Quotation provided.

5.2 Travel Arrangement prices set out in the Quotation are for the entire package of Products and itemised component costs cannot be given.

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

5.4 Surcharges - the price of the Travel Arrangements is subject to the possibility of surcharges. Surcharges may be incurred for circumstances beyond our control (without limitation) in connection with currency exchange rates, increases in Product prices, fuel levies, the imposition of new or amended government charges, scheduled airfares, hotel, cruise and ground transportation charges, park entrance fees, and any other increases in connection with the Travel Arrangements. A&K will not surcharge for currency fluctuations once full payment has been received.

5.5 Where there is any unforeseeable 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 Guest, whether or not Guest has made full payment.

5.6 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.

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

5.8 Prices set out in a Quotation 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. Guest is liable to pay any amount of GST imposed on any Product.

## 6. Payment

6.1 Final Payment - unless otherwise agreed in writing the final payment must be received by A&K 120 days prior to the Departure Date.

6.2 Where a Booking is made less than 120 days before the Departure Date, full payment must be made at the time of the Booking.

6.3 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.

## 7. Travel documents

7.1 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 your responsibility to collect all travel documents prior to travel. Passports must be valid for the period of the intended travel in and out of Australia.

7.2 A&K Mobile App - Abercrombie & Kent may provide information for your journey via a web platform and an A&K mobile app (the "App"). The use of the App is not part of your holiday package experience and is merely intended to offer an interactive option to view your itinerary and other related information. Once downloaded, you are subject to the privacy policy and terms of use as found in the App. You are responsible if you provide access or use of the App to any members of your traveling party.

## 8. Inclusions and Exclusions

8.1 Included in Luxury Expedition Cruises - All accommodations, meals and fully guided sightseeing (including park and entrance fees) as noted in the itinerary; airport transfers to/from hotel/ship in the first/last published city regardless of day of arrival and departure (on Expedition Cruises, transfers are included on start and end dates only and may be shared); services of A&K Resident Tour Director or appropriate guide on Pre- and Post-Tour Extensions; coffee/tea/soft drinks/water at included meals; local wine and beer at all designated welcome and farewell dinners; local bottled water during sightseeing; portage of up to two (2) pieces of baggage per person; complimentary Internet access (where available on cruises and at land accommodations; service levels are not guaranteed); hotel taxes; and gratuities throughout, except to the Resident Tour Director/Extension guide.

**8.2 Luxury Expedition Cruises Additional Inclusions -** Complimentary bar drinks, beer, house wine, soft drinks, coffee drinks, juices and water (excluding premium wines, champagne and spirits) while on board; complimentary local beer and wine for included meals on shore; local bottled water during sightseeing; complimentary room service on board; all shore excursions and lecture program while on board; A&K's Traveller's Valet laundry service for eight (8) pieces per person once during cruises fewer than 12 nights and twice on cruises 12 nights or longer on board only (dry cleaning excluded); services of the A&K Expedition Team and local guides; gratuities for the ship's crew and A&K Expedition Team and Pre- and Post-Tour guides; a complimentary expedition parka and backpack and use of waterproof boots, pants and trekking poles provided on board for all polar cruises.

**8.3 Not Included In Luxury Expedition Cruises -** International and internal airfares, unless otherwise noted; costs associated with obtaining passports or entry visas; reciprocity and other border fees; airport departure taxes, unless otherwise noted; excess baggage charges; gratuities to the Resident Tour Director/Extension guide; meals other than those specified in the itinerary; room service (except on board Luxury Expedition Cruises); beverages other than those noted in inclusions above; sightseeing not included in the published itinerary; and personal expenses such as laundry (except for A&K's Traveller's Valet as noted), communication charges, Internet access for all trains; and optional activities (which are subject to availability).

## 9. During your Trip

**9.1 Hotel check-in -** Most hotels allow check-in to take place during the mid-afternoon. Should you wish to have a guaranteed room ready for your immediate check-in upon arrival, it can be arranged for an additional charge. Please ask A&K for details and prices.

**9.2 Room upgrades/special requests -** Upgrades are available on request at individual hotels. Specific requests such as adjacent or connecting rooms, bedding requests, smoking rooms and special dietary needs should be advised at time of making a Booking. Please note that while every effort will be made to secure a special request, it cannot be guaranteed.

**9.3 Itineraries -** A&K reserves the right to modify program itineraries, including arranged sightseeing and featured experts, and substitute accommodations, including vessels, aircraft and trains, at any time due to unforeseen circumstances or circumstances beyond A&K's control. Every effort will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. Due to the nature of Luxury Expedition Cruises, itineraries are for guidance purposes only and may be adjusted due to unforeseen circumstances including but not limited to weather, wildlife, ice, mechanical and other malfunctions, medical emergencies and other conditions beyond A&K's control at the sole discretion of the Captain on board.

**9.4 Air transportation -** Domestic or International airfare (to the Travel Arrangements starting point and from the ending point) is not included in program pricing. A&K has special agreements with many air carriers and can offer quotations from any gateway.

Some Travel Arrangements require internal flights as specified in the itinerary. This airfare is not included in the price of the Travel Arrangements unless otherwise stated. In the instance where charter flights are used and seating is limited, A&K reserves the right to substitute and confirm air reservations on a suitable alternative scheduled air flight. All internal air is offered and provided by Suppliers, and unless otherwise specified in these Conditions or the relevant Supplier T&Cs, are based on economy class seating and is 100% non-refundable at time of final payment (some exceptions may apply). All international and internal air quotes are subject to change until final payment has been received by A&K. Flight confirmation is based on availability. Air reservations cannot be confirmed until a passport copy is received by A&K.

All air carriers are independent contractors and are not owned, managed, controlled or operated by A&K. Your airline ticket constitutes a contract between yourself and the airlines (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, insufficient travel documentation, flight changes and/or cancellations. Should you change or cancel your air transportation arrangements before or after your travel begins, Supplier Fees, including airline change and cancellation fees, may apply.

**9.5 Baggage -** A&K provides portage of up to two (2) pieces of baggage per person. Please note: should your Travel Arrangements include internal/domestic or charter flights, your luggage allowance may be less than two (2) pieces of baggage and weight/size restrictions and additional costs may apply.

Details will be provided in your Pre-Travel Documentation. Baggage and personal effects are at the owner's risk throughout the travel program, and A&K assumes no liability for lost, stolen or damaged baggage. Please check with your international carrier for other baggage restrictions and fees applicable to your international flights.

**9.6 Child policy -** The minimum age is 7 years old (8 years old for the North Pole Expedition) unless noted on the itinerary and all children under age 18 must be accompanied by an adult. Some activities on Travel Arrangements may require a minimum age to participate. Note that some accommodations require that children below a certain age share a room with an adult.

A parent or guardian travelling alone with a child is recommended to carry documentation that proves their relationship to the child (e.g. birth certificate) and evidence that they have permission to travel with the child (e.g. consent letter). Guests travelling with children who are not related are recommended to carry documentation which provides evidence they have permission to travel with the child. Guests are advised to check with the appropriate government authority to determine the necessary documents required for travel with children. A&K cannot be held responsible should the Guest, child or any member of the travelling party be denied entry to a country due to non-compliance with a country's requirements.

## 10. Active elements & conduct

**10.1** Some active elements have been incorporated into select itineraries. To enjoy the trips as intended,

a minimum level of fitness is required. By booking Travel Arrangements, Guest represents that Guest and Guest's travelling party are physically and emotionally fit to travel and further warrants that such Guests have no medical or emotional condition that would endanger any Guest or result in a deviation of the Travel arrangements. Any Guest with a special medical, physical, or other needs requiring medical attention or special accommodation during the Travel Arrangements is requested to notify A&K in writing at the time of the booking of such special need. Upon booking the Group Journey, Guests who have special needs are requested to contact A&K at [contact@abercrombiekent.com.au](mailto:contact@abercrombiekent.com.au) to discuss details of their special needs. A&K recommends that any Guest who is not self-sufficient should travel with a companion who shall take responsibility for any personal assistance needed during the Travel Arrangements.

**10.2** The Guest agrees and acknowledges that A&K may:

- a) decline any booking request; or
- b) refuse participation;

where, in its reasonable opinion, the Guest has a pre-existing medical condition or health issue that may affect or interfere with the pace of the Travel Arrangements or the enjoyment of other participants.

**10.3** A&K also reserves the right to remove from the trip, at the participant's own expense, anyone whose physical condition or conduct negatively impacts the enjoyment of the other guests or disrupts the tour.

**10.4** Due to ship restrictions, women over twelve weeks pregnant at the start of the cruise or any time during the sailing are not permitted to travel on Expedition Cruises.

**10.5 Special Requirement for Select Luxury Expedition Cruises:**

Due to the remote locations, A&K requires proof of a minimum of AU\$200,000 per person in emergency evacuation/repatriation insurance for all Polar cruises and other select Luxury Expedition Cruises as specified at time of booking. Please note emergency evacuation insurance provides for covering the cost associated with emergency evacuation and repatriation up to the limits of the respective policy; however, it does not guarantee the timing, method or mode of such evacuation and repatriation, which is subject to weather, location and other conditions or variables outside of A&K's control.

## 11. Passports and visas

**11.1** It is the guest's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All guests are advised to check with the appropriate government authority to determine the necessary documents. You may be refused boarding or disembarked from a plane, vessel or train without liability for refund, payment, compensation, or credit of any kind if you do not have proper documentation, and you will be subject to any fine or other costs incurred by A&K which result from improper documentation or noncompliance with applicable regulations.

## 12. Privacy information

**12.1** Any personal information that A&K obtains from the Guest, or about the Guest from its representative,

is necessary for A&K's business purposes or providing the Guest with A&K's Travel Arrangements, Products and Services, and may be used in answering any queries the Guest may have, considering the Guest's application for credit or to become a Guest, performing internal administration and operations, developing, improving and marketing A&K's 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 liable to disclose it to overseas recipients), and the main consequences (if any) if A&K does not collect the personal information of the Guest. A&K's Privacy Policy also contains information about how the Guest may seek access to, or correction of, the personal information held about the Guest, 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 Guest 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 Guest 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 Guest Information complies with the Australian Privacy Principles.

12.5 A&K's Privacy Policy is available at [www.abercrombiekent.com.au](http://www.abercrombiekent.com.au) or by request to A&K by phoning +61 3 9536 1800 or via email at [privacy@abercrombiekent.com.au](mailto:privacy@abercrombiekent.com.au).

### 13. Reservation and payment schedule

13.1 Deposit per Person Required at Time of Booking  
Luxury Expedition Cruises AU\$3,850

13.2 Final payment is due 120 days prior to departure. If your reservation is made within 120 days of departure, the entire cost of the trip must be paid at the time of the request in order to secure confirmation.

### 14. Amendments by the Guest

14.1 A&K will endeavour to assist if the Guest requests an amendment to the Travel Arrangements up to 120 days prior to the Departure Date subject to the following:

- Amendment Fees - fees may apply to any Guest requesting a change to a confirmed Booking or Contract. Additional Supplier Fees may also apply.
- Any charges or fees arising from a request for an amendment are payable by the Guest whether or not A&K is successful in confirming the requested amendment.
- Late Amendments - amendments made by the Guest within 120 days of the Departure Date are treated as cancellations and re-bookings. Cancellation fees apply as detailed below.

### 15. Cancellations by the Guest

15.1 Cancellations must be received in writing and will become effective on the date of receipt, fax or email.

15.2 Unless otherwise agreed by A&K and the Guest in writing, Cancellations received by A&K are subject to the following:

#### Cancellation fees per person

Luxury Expedition Cruises and related Group Pre- and Post-Tour Extensions	
Days prior to Departure Date	Percentage of Travel Arrangements Price Payable
121 days prior to departure or more	AU\$2,300
120-91 days prior to departure	25% of program price
90-61 days prior to departure	50% of program price
60 days prior to departure or less	100% of the program price

15.3 The Guest agrees the sums referenced in the cancellation provisions above are not a penalty and represent a genuine pre-estimate of the loss and damage to which A&K will be subject in the event of such cancellation. These include, amongst other costs but not limited to, fees charged by hotels and travel suppliers to A&K for cancelled bookings.

15.4 Additional Charges - the Guest may further incur Supplier Fees for cancellation, including international flight providers, over which A&K has no control.

15.5 A&K may treat a Booking as cancelled and levy cancellation fees if the Guest does not pay the balance of the Travel Arrangements price at 120 days prior to the Departure Date.

### 16. Force Majeure and Alterations by A&K

16.1 A&K and, where applicable, any relevant Supplier, shall be excused from performance of their respective obligations under these Conditions to the extent that it is prevented from acting due to circumstances amounting to a Force Majeure Event, for as long as such circumstances last and affect such performance.

16.2 To the maximum extent permitted at law, A&K is not liable to the Guest or any third party in any way whatsoever to the extent provision of the Services, or availability of the Products or any part of the Travel Arrangements, is impacted by a Force Majeure Event.

16.3 Where a Force Majeure Event occurs, if A&K seeks to rely on clause 16.1, it must:

- give immediate notice to the Guest stating the nature of the event, and its likely duration (if known to A&K), and the effect of the Force Majeure Event on its ability to perform any of its obligations under these Conditions; and
- use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4 If A&K considers the provision of its services to a Guest, or a Product or the Travel Arrangements or any part of a Product or the Travel Arrangements, is or will be impacted by a Force Majeure Event, it may:

- suspend or terminate the Agreement by written notice to the Guest;
- cancel the Travel Arrangements or any part of the Travel Arrangements;
- subject to clause 16.5, offer the Guest alternative Travel Arrangements of comparable standard as may be appropriate in the circumstances; or

d) elect to offer the Guest, at A&K's discretion:

- travel credit with A&K in the sum of the Refundable Amounts; or
- a refund in the sum of the Refundable Amounts.

16.5 If a Guest accepts an offer made by A&K under clause 16.4(c):

- Unless otherwise agreed by A&K in writing, A&K may charge the Guest, and the Guest must pay, the Amendment Fee; and
- the Guest will be liable for and must pay any relevant Supplier Fees.

16.6 A&K must use reasonable endeavours to ensure Travel Arrangements proceed as booked by the Guest. However, the Guest acknowledges and agrees:

a) delivery of the Products and certain parts of the Travel Arrangements are matters out of A&K's control or influence; and

b) A&K, or any Supplier, may alter any part of the Travel Arrangements, including programme itineraries, arranged activities and sightseeing, accommodation and transport, where reasonably necessary due to matters beyond their control other than a Force Majeure Event, without liability. Such alterations may occur after the final itinerary has been issued.

16.7 Where A&K alters any part of the Travel Arrangements subject to clause 16.6(b), it must endeavour to ensure any alternative arrangements substituted in place of the affected Travel Arrangements are of a comparable standard.

16.8 Material Alteration - if A&K, or any Supplier, makes a Material Alteration to the Travel Arrangements other than as a result of a Force Majeure Event within 120 days of the Departure Date, A&K will give notice to the Guest within a reasonable time. The Guest will have the choice to accept the Material Alteration, or accept comparable Products offered by A&K (if applicable) or receive a full refund of all monies paid by the Guest less any unrecoverable costs. The Guest must notify A&K of its choice within seven days. If A&K does not hear from the Guest within seven days, A&K will assume that the Guest has chosen to accept the Material Alteration.

16.9 For refunds related to a Material Alteration or Force Majeure Event - subject to clauses 16.4 and 16.8, and without prejudice to any obligations it has at law, A&K will refund the Guest the Refundable Amounts within a reasonable time after cancellation. However, the Guest acknowledges and agrees that in certain circumstances, a refund will be delayed if A&K requires the refund to be processed by a Supplier.

16.10 Claims and Refunds - In circumstances other than those relating to a Material Alteration or Force Majeure Event, refunds are not made for any missed Services, except for verifiable extenuating circumstances. Please see clause 18 relating to our obligations and liability. For claims to be considered, they should be received in writing within 30 days of the termination of the Travel Arrangements and be accompanied by supporting documentation and/or a statement from the local destination management company verifying the claim. Any adjustment considered will be based on the actual price of the services involved and not on a per diem basis. Adjustments will not be made for unused sightseeing trips or meals.

## 17. Photography or Recording during travel

17.1 A&K reserves the right to take photographs or video or audio recordings of Guests during the operation of any program or part thereof and to use, re-use, publish, and republish their image, identity likeness, voice, interview, statements, video clips and sound recordings, and/or photographic portraits or pictures in which Guest(s) may be included (an "Image"), for promotional purposes during the program and thereafter. By making a Booking for a program with A&K, Guests acknowledge that A&K is the owner of the photographs and video and agree to allow their images and/or voice to be used in such photographs, videos and recordings, which may thereafter, be used by A&K. Guests who prefer that their images and/or voice not be used must (1) identify themselves to their Resident Tour Director at the beginning of their Journey; and (2) notify their A&K Travel Consultant by email, not later than thirty (30) days following the end of the journey. In the event the Guest fails to comply with both obligations, the Guest shall not be exempt from this clause. If such written notice is not timely provided, the Guests, individually and on behalf of any minor child travelling with them, have granted unrestricted rights and permission for A&K to use the Images.

## 18. Limits on A&K's responsibility

18.1 Neither A&K nor its parent company, affiliates or subsidiaries, nor any of their respective employees, shareholders, officers, directors, successors, representatives, agents and assigns (collectively the "A&K Parties"), owns or operates any entity which is to or does provide goods or services for your trip with the exception of a limited number of vehicles. A&K purchases transportation (by aircraft, coach, train, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers (including from time to time other affiliated A&K companies). All such persons and entities are independent contractors. A&K acts as an agent for the Suppliers of Products. The Guest forms a contract with A&K for the provision of Services (as defined in Clause 1 above). Once A&K provides its booking and payment services the Guest also forms a contract with the Supplier who is responsible for the provision of Travel Arrangements to the Guest. To the maximum extent permitted at law, A&K accepts no liability for any injury, loss, damage, accident, delay or irregularity that may arise to any Guest or third party resulting from the Guest'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.

18.2 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.

18.3 There are many inherent risks in adventure travel of the type involved here, which can lead to illness,

injury, or even death. These risks are increased by the fact that these trips take place in remote locations, far from medical facilities. The Guest assumes all such risks associated with participating in these trips.

If you decide to participate in any activities including, but not limited to, any excursions involving animals, riding on animals, scuba diving, snorkelling, boating, hot air ballooning, helicopter flights, ziplining, high altitude treks, climbing, quad biking, parasailing, parachuting, kayaking, white-water rafting, jet boat rides, snowmobiling, primate tracking and any other activity which A&K considers to carry inherent risk of serious illness, injury or death ("Activities"), then you fully understand and acknowledge that Activities carry with them various inherent risks, including serious illness, injury or death and you take complete responsibility for your own health and safety and agree to assume all risks of injury, illness or death, whether foreseen or unforeseen, that may befall you as a result of participating in any Activities and agree to release the A&K Parties from any liability whatsoever related thereto.

18.4 Further, as consideration for being permitted to participate in the Activities, to the maximum extent permitted at law, you release A&K and its Parties whether known or unknown, from, and agree not to sue or make claim against A&K and its Parties for, property damage, cancellation of any Activities for any reason, illness, negligent rescue operations or procedures, personal injury, or death arising out of your participation in the Activities, and any activity related thereto, including transportation to and from the site of the Activities, regardless of whether such property damage, illness, personal injury, or death results from the negligence of A&K and its Parties and/or from any defect in equipment. You further agree to indemnify and hold A&K and its Parties harmless with respect to any claim made against A&K and its Parties by anyone else (a) related to your participation in any trip or any Activities, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself. Upon receipt of notice of the assertion of a claim, A&K and its Parties reserve the right to approve, or withdraw approval of, counsel, in its sole discretion.

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

18.6 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.

18.7 Insurance - The Guest must insure themselves for emergency evacuation. A&K strongly recommends that all Guests insure themselves against loss of Deposit, cancellation charges, medical and repatriation expenses, personal injury and accident, death, loss of personal possessions or baggage, and any other foreseeable loss, expense, cost, damage or liability related to the Travel Arrangements. A&K expressly excludes liability to the Guest or any third party for any loss, expense, cost, damage or liability arising from or in any way related to a Guest's failure to obtain suitable travel insurance.

18.8 The Guest acknowledges and accepts that different places, countries, facilities and tour operators may have lower standards of safety, labelling, warnings and precautions. The Guest 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.

## 19. Travel advisories

19.1 It is the responsibility of the guest to become informed about the most current travel advisories and warnings by referring to the Australian Government's website at [smartraveller.gov.au](http://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 guest still choose to travel, notwithstanding any travel advisory or warning, the guest assumes all risk of personal injury, death or property damage that may arise out of events like those advised or warned against.

## 20. Governing Law and Enforceability

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

20.2 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.

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

## 21. Amendments

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

## 22. Notice

22.1 A notice by the Guest 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.

22.2 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.