

Guaranteed
Departure

Abercrombie & Kent

An A&K Exclusive Cruise Tour
Costa Rica, Amazon & the Caribbean Isles
Aboard: Seabourn Quest
7 March - 2 April 2017



A&K Exclusive Cruise Tour

Costa Rica, Amazon & the Caribbean Isles

27 Days including International flights to/from Sydney, Brisbane & Melbourne

Costa Rica | Brazilian Amazon | French Guiana | Barbados | St Lucia | Saint Barthélemy | British Virgin Islands

Costa Rica Land Touring (8 days) - Manaus Land Touring (2 days) - Seabourn Amazon & Caribbean Isles Cruise (16 days)

This exclusive springtime journey has been specially designed by A&K and charts a fascinating route from Costa Rica to Brazil and into the Caribbean. Starting in one of the most biodiverse nations on the planet the quality and range of ecotourism experiences included in Costa Rica are simply breathtaking with visits to important national parks, rainforests, waterfalls and charming rural communities. The journey continues into the Brazilian Amazon and the world's most incredible rainforest ecosystem. The 16 days aboard Seabourn Quest is a sophisticated boutique cruise experience from the Amazon River to Brazil's Atlantic coastline and on to the Caribbean in spacious surrounds, with full amenities, and highly personalised service sure to deliver the ultimate holiday.

Journey Highlights

- Group size of no more than 24 guests
- A&K Australia Tour Director travels with group
- 8 day exclusive land touring package in Costa Rica
- The major attractions of Costa Rica's capital, San José
- Canopy touring and volcano viewing in Costa Rica
- Audience with an orchid collector
- Hands-on cooking and culinary experiences
- Jungle walking the Brazilian Amazon and swimming with dolphins
- 2 day exclusive land touring package in the Brazilian Amazon
- 16 day luxury cruise from the Amazon to Florida
- Economy class international flights included
- Upgraded cruise accommodation with your own veranda





Your Itinerary

Arenal Volcano, Costa Rica

Tuesday 7 March 2017: Australia – San José, Costa Rica Fly with Qantas via the United States to San José, Costa Rica. On arrival you are met by an A&K representative, who will transfer the group to the hotel. *Costa Rica Marriott (Pool view Room)*

Wednesday 8 March 2017: San José. Your day in the Costa Rican capital begins with a briefing on the itinerary from your Tour Director and naturalist guide over a light lunch. After lunch, depart for the downtown area where touring begins at the Pre-Columbian Gold Museum which houses a collection of over 1,600 pieces dating back as far as 500 A.D. Next stop the Jade Museum which was established in 1980 and exhibits nearly 7,000 pieces, including jade, ceramic and stone artifacts dating from 500 B.C. to 1500 A.D. Lastly a tour of the classical Renaissance National Theatre which was built by European craftsmen in the 1890s and is the city's most revered building. Tonight a traditional Costa Rican dinner is included to welcome the group (B,L,D). *Costa Rica Marriott (Pool view Room)*

Thursday 9 March 2017: San José – Tortuguero National Park. This morning you are driven an hour away into the forest next to Braulio Carrillo National Park, an area of incredible biodiversity, for a rainforest canopy tour. Strap yourself in for an exhilarating zip line ride through the canopy then visit the Butterfly garden and frog pond. This afternoon travel to the pier where you board a boat for the 1.5 hour trip to Tortuguero. One of the last large areas of tropical rain forest in Central America, the Tortuguero National Park comprises 11 different habitats and is home to monkeys, sloths, caiman, incredible birdlife and more. Arrive at the lodge mid to late afternoon and enjoy pre-dinner cocktails and a private BBQ dinner in the gardens (B,L,D). *Tortuga Lodge & Gardens (River View Upstairs Room)*

Friday 10 March 2017: Tortuguero National Park. An early morning bird walk is available before a boat trip through the backwater

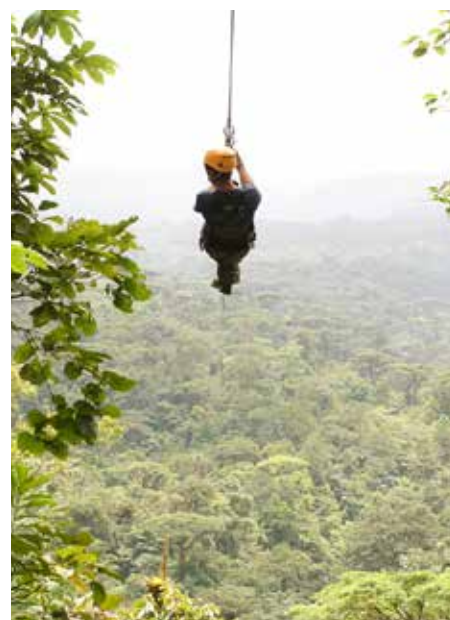
lagoons and creeks. This afternoon join your guide for a hands-on cooking class revealing some of the secrets of Costa Rican cuisine (B,L,D). *Tortuga Lodge & Gardens (River View Upstairs Room)*

Saturday 11 March 2017: Tortuguero National Park – Bajos del Toro Valley. Cross the Tortuguero River by boat and board your 30-minute charter flight back to San José where you are met for the drive northwest to the thriving rural community of Bajos del Toro Amarillo in the Central Highlands. In the shadow of Poas Volcano, this area of cloud forest is home to a great number of orchids, bromeliads, lichens and moss as well as many different species of birds and mammals. This afternoon you'll meet a local orchid expert in his private garden to view an incredible collection of over 400 orchid species. Later on visit the local school, church and soccer field before a relaxing stop at Doña Olga's pulperia where you can learn how to make tortillas (B,L). *El Silencio Lodge & Spa (Deluxe Suite)*

Sunday 12 March 2017: Bajos del Toro. A full day at Bajos del Toro with a dawn bird walk - keep an eye out for the elusive quetzal. Later on please choose between an active walk to visit the extraordinary Bajos del Toro waterfall or a Forest Pharmacy excursion (B,L). *El Silencio Lodge & Spa (Deluxe Suite)*

Monday 13 March 2017: Day trip to Arenal Volcano. This morning transfer to the Arenal Volcano area. Head into the forest and hike along the network of bridges which are suspended in the canopy. Take in the significant diversity of plants and wildlife that are typical of the rainforest here as well as some views of the volcano (weather permitting). Return to your hotel after lunch and prepare for a farewell dinner in the grounds (B,L,D). *El Silencio Lodge & Spa (Deluxe Suite)*


Tuesday 14 March 2017: Bajos del Toro – Manaus, Brazil. Return transfer to San José airport for the flight via Panama to Manaus,



Zip line ride, Braulio Carrillo National Park

Brazil. Once famous for rubber exportation, Manaus is the gateway to the Brazilian Amazon and the base for discovering the beauty of the rainforest, its flora and fauna. On arrival transfer to the hotel (B). *Tropical Manaus Eco Resort (Deluxe Room)*

Wednesday 15 March 2017: Manaus. Head out by speed boat up the Rio Negro towards the Anavilhanas Islands for a guided jungle walk. Learn about the local fauna, flora and tribal cultures. Afterwards an opportunity to see (and swim with) the freshwater dolphins of the Amazon. Return to Manaus through the tiny channels of the Tarumazinho River. Afternoon at leisure before dining at a local fish restaurant (B,L,D). *Tropical Manaus Eco Resort (Deluxe Room)*

 **Thursday 16 March 2017: Embark Seabourn Quest, Manaus.** This morning is a city tour of Manaus including the Amazonas Theatre and municipal market. Afterwards transfer to the port to board your luxurious cruise vessel (B,D). *Seabourn Quest (Veranda Suite)*




National Heroes Square, Barbados




Red-eyed leaf frog, Tortuguero, Costa Rica





The National Theatre, Costa Rica

 **Friday 17 March 2017: Manaus** The ship is docked in Manaus most of today with a variety of shore excursions available. Depart 6pm heading downstream along the mighty Amazon River (B,L,D). *Seabourn Quest (Veranda Suite)*


 **Saturday 18 March 2017: Parintins.** Arrive into the riverside town of Parintins at 12pm. There is an interesting information centre which charts the history of human habitation in the Amazonia region. Later a special performance of the traditional Boi-Bumba Festival, the local carnival celebration, will be given. Ship departs 6pm (B,L,D). *Seabourn Quest (Veranda Suite)*

 **Sunday 19 March 2017: Santarem.** Arrive into the busy port of Santarem at 8am. The most famous site here is the "Wedding of the Waters" where the clear, dark Tapajos River meets the muddy ochre Amazon. Due to their different densities, they flow alongside each other for quite some distance, between the same banks. Local boats specialise in taking visitors to see the phenomenon. Local markets are fun to explore, and other excursions include visiting the smaller tributaries and forests, and fishing for the infamous piranha (B,L,D). *Seabourn Quest (Veranda Suite)*

 **Monday 20 March 2017: Cruising the Amazon River.** The ship continues downstream along the Amazon crossing the Equator and heading from the mouth of the Amazon into the Atlantic Ocean (B,L,D). *Seabourn Quest (Veranda Suite)*


 **Tuesday 21 March 2017: At Sea.** A day at sea enjoying all the ship's facilities (B,L,D). *Seabourn Quest (Veranda Suite)*

 **Wednesday 22 March 2017: Devil's Island, French Guiana.** Arrive at Devil's Island at 7am. Before they were a notorious penal colony, the Iles de Salut provided French colonists with a welcome escape from the fever-ridden jungles of the mainland. Lying 16km off the coastline, and swept by treacherous ocean currents, the trio of small islands provided the perfect location for incarcerating criminals without danger or expense, since the shark-infested sea and the trackless jungles ashore precluded any possibility of escape. All three islands, popularly known as Devil's Island, were used as a prison from 1852 to 1953. Your day is free to explore the prison ruins or search for signs of the surprisingly abundant wildlife. Ship departs 2pm (B,L,D). *Seabourn Quest (Veranda Suite)*

 **Thursday 23 March 2017: At Sea.** A day at sea enjoying all the ship's facilities as you cruise towards the Caribbean (B,L,D). *Seabourn Quest (Veranda Suite)*

 **Friday 24 March 2017: Bridgetown, Barbados.** Arrive into Barbados at 10am. The strong British colonial heritage is still very evident throughout Barbados and cricket remains a national passion. Admire the many brightly coloured homes, hibiscus plants, mahogany trees and 17th century British churches as well as pristine beaches and crystal clear waters (B,L,D). *Seabourn Quest (Veranda Suite)*

 **Saturday 25 March 2017: Castries, St Lucia.** Arrive into Castries at 8am. St. Lucia is the sort of island that travellers to the Caribbean dream about - a small, lush tropical gem that is still relatively unknown. The Atlantic Ocean kisses its eastern shore, while the beaches of the west coast owe their beauty to the calm Caribbean Sea. St. Lucia seems like an island plucked from the South Pacific and set down in the Caribbean. Its dramatic twin coastal peaks, the Pitons, soar 750m up from the sea, sheltering magnificent rain forests where wild orchids, giant ferns and birds of paradise flourish. Brilliantly-plumed tropical birds abound, including endangered species like the indigenous St. Lucia parrot (B,L,D). *Seabourn Quest (Veranda Suite)*

 **Sunday 26 March 2017: Iles des Saintes, Guadeloupe.** Arrive Terre-de-Haut 8am. The Iles des Saintes, a tiny cluster of islets off the southern coast of Guadeloupe, is a Caribbean idyll. Terre-de-Haut has some great beaches, excellent snorkelling, a ruined fort with a museum and lots of little bars and cafés to enjoy (B,L,D). *Overnight: Seabourn Quest (Veranda Suite)*




Locals in the Amazon

 **Monday 27 March 2017: Gustavia, St Barthélemy.** Arrive into Gustavia 8am. Tiny St. Barts, as it is commonly called, lies 200km northwest of the French island of Guadeloupe, of which it is a dependency. Its geographic features include steep, green, volcanic hills, deep valleys, and beautiful beaches. Founded by the French, ceded to Sweden then returned to France, the toy-scaled capital of Gustavia is built around the harbour on the island's southwest coast. Many of the island's inhabitants are descendants of settlers from Brittany, Normandy and Sweden. Today they operate small inns, cafes, restaurants and boutiques that are housed in old buildings of Swedish colonial and French Creole architecture (B,L,D). *Seabourn Quest (Veranda Suite)*



Devil's Island, French Guiana

 **Tuesday 28 March 2017: Great Harbour, Jost van Dyke, British Virgin Islands.** Arrive Great Harbour at 7am. Of the approximately 40 British Virgin Islands, many are uninhabited. Some have only a handful of residents. Jost Van Dyke has a small population of its own families and the old ways are still strong. Little has changed in over a century (B,L,D). *Seabourn Quest (Veranda Suite)*

 **Wednesday 29-Thursday 30 March 2017: At Sea.** The next two days are at sea as you cruise towards Florida (B,L,D). *Seabourn Quest (Veranda Suite)*

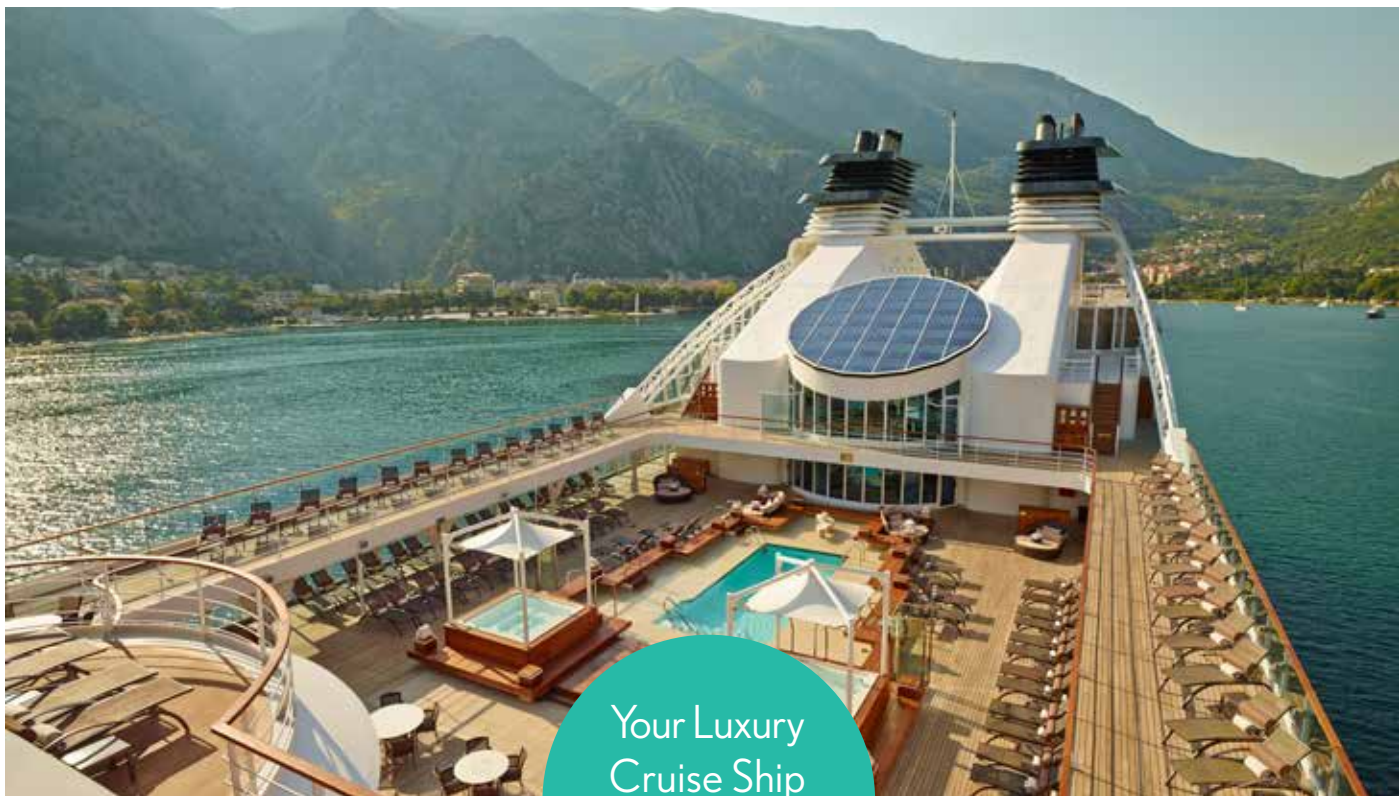
Friday 31 March 2017: Disembark Fort Lauderdale, USA. Arrive into Fort Lauderdale at 7am. Disembark after breakfast and transfer to the airport for your international flight back to Australia with Qantas (B). *In flight*

Saturday 1 April 2017: In flight

Sunday 2 April 2017: Arrive Australia



St. Lucia, Caribbean Sea



Your Luxury
Cruise Ship
Seabourn
Quest



Seabourn Quest

This sleek, contemporary ship is a boutique hotel-style vessel and carries 450 passengers. On board service is intuitive and attentive while dining is some of the finest anywhere in a range of venues. There is a beautiful and expansive pool surrounded by wooden decking plus a whirlpool spa and the largest spa facility on any luxury cruise ship, with six treatment rooms, a thermal area featuring a large hydro-pool, dry float, sauna and steam rooms, a full-service salon, well-equipped gym and a motion studio featuring a Kinesis Wall and Thai massage area. There are three duty free shops, a medical facility staffed by a doctor and nurse plus in suite service 24 hours a day. All drinks, dining and entertainment included.

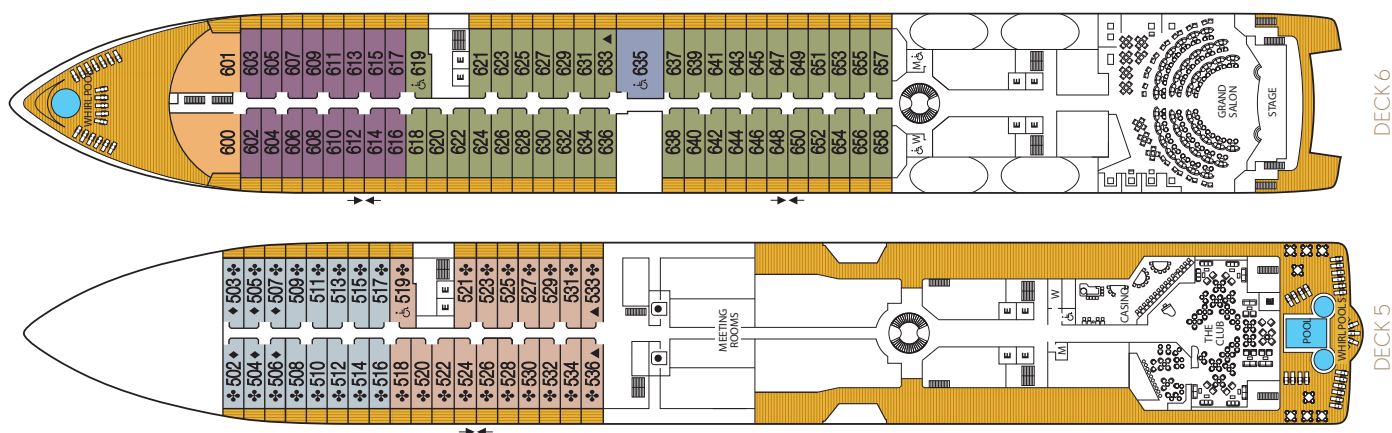


Veranda Suite

All Veranda Suites feature a full-length window and glass door to private veranda, comfortable living area, queen-size bed or two twin beds, dining table for two, walk-in closet, interactive flat-screen TV with music and movies, fully stocked bar and refrigerator, makeup vanity, spacious bathroom with separate tub and shower. Approx size 34 sq.m.

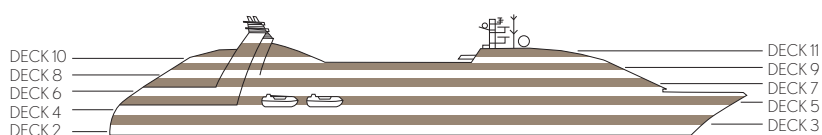


Seabourn Deckplan



SUITE CATEGORIES

- V2 Veranda Suite
- V5 Veranda Suite



Price

Seabourn Veranda Suite V2 cabin
Twin share per person: from \$29,995
Single Supplement: from \$10,930

Seabourn Veranda Suite V5 cabin
Twin share per person: from \$32,095
Single Supplement: from \$13,395

Tour Inclusions

Land arrangements: International flights: Melbourne/Sydney/Brisbane – San José – Manaus & Fort Lauderdale – Melbourne/ Sydney/Brisbane; all accommodation as detailed on a double/ twin share basis with private facilities; meals as specified; bottled water during transfers and touring; airport welcome; assistance with luggage and group transportation by private air-conditioned vehicle; services of English speaking A&K Tour Director, naturalist guide in Costa Rica and local guide in Manaus; all entrance fees, planning, handling, operational and communication charges, tipping to local guides and drivers.

On board Seabourn Quest: Taxes, fees & port expenses; all meals whilst on board; alcoholic and non-alcoholic drinks; open seating in main dining room; tipping is neither required nor expected.

Tour Exclusions

Excursions on board Seabourn Quest; passport, tax and visa costs; Costa Rica departure tax, 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, fax or phone charges; flights/transfers/sightseeing or meals not specified in itinerary; excess baggage charges; tipping to A&K Tour Director.

Note: The Tropical Eco Resort in Manaus is not of a luxurious standard but is the best available in the area.

Luggage of 13kg per person restriction applies from day 3 to day 5. Excess luggage will be stored and returned to clients on day 5.

Please contact us about our other Cruise Tours:

Norwegian Fjords & Iceland – 18 days
Italy & Croatia Cruise – 16 days



Costa Rica Marriott Hotel, San José



Tortuga Lodge, Tortuguero National Park



El Silencio Lodge & Spa, Bajos del Toro Valley

1. Definitions

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

"ACL" means the Australian Consumer Law Schedule to the Competition and Consumer Act.

"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 and 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.

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 other amount as advised) is required to secure a booking.

3.3 Booking requests within 120 days before the Departure Date must be accompanied by full payment and may be subject to an urgent processing fee.

4. Price Policy

4.1 All prices are per person in Australian Dollars unless otherwise specified. Prices are subject to the quote provided.

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

4.3 Travel Arrangements - prices may be based on Products being booked in groups, and accordingly

Customers must travel together throughout the Travel Arrangements.

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 and ground transportation charges, game park entrance fees and any other increases in connection with the Travel Arrangement.

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 not utilised, for example, accommodation, meals and sightseeing excursions.

4.8 Tour Inclusions - International flights as indicated in the itinerary. Land arrangements: all accommodation as detailed on a double/twin share basis with private facilities; meals as specified; bottled water during transfers and touring; airport welcome; assistance with luggage and group transportation by private air-conditioned vehicle; services of English speaking A&K Tour Director, naturalist guide in Costa Rica & guide In Manaus; all entrance fees, planning, handling, operational and communication charges, all tipping excluding Tour Director. On board: Taxes, levies & port expenses; all meals whilst on board; alcoholic and non-alcoholic drinks; open seating in main dining room; tipping is neither required nor expected.

4.9 Tour Exclusions - Excursions unless specified in the itinerary; passport, tax and visa costs; any related departure taxes, 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, fax or phone charges; flights/ transfers/ sightseeing or meals not specified in itinerary; excess baggage charges; tipping to A&K Tour Director.

4.10 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.

4.11 International Airfares - Price include airfares from Melbourne, Sydney & Brisbane. Prices from other cities are available on request. Flights are in economy class. Flights are based on Qantas & Copa Airlines departing/ returning as per the tour dates and are based on the availability of the fare class. Flights outside tour dates and fare class may be subject to a surcharge. Other fare rules and cancellation fees will apply.

5. Payment

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

5.2 Where bookings are made within 120 days

before the Departure Date, full payment must be made at the time of booking.

6. Amendments

6.1 A&K reserves the right to modify program itineraries, including arranged sightseeing, and substitute accommodations, including vessels and trains, at any time due to a smaller group size, 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.

6.2 A&K will endeavour to assist if the Customer requests an amendment to the Travel Arrangement booking up to 120 days prior to the Departure Date subject to the following;

- Amendment Charge - fees apply to any Customer requesting a change to a confirmed booking.
- Additional Charges - all other expenses incurred by A&K may also be payable by the Customer at A&K's discretion.
- 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.
- Late Amendments - amendments made by the Customer within 120 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 it intends to cancel any Travel Arrangements.

7.2 Charges - the following charges, exclude international airfares, are payable by the Customer in accordance with the number of days prior to the Departure Date following notice being received by A&K of cancellation:

Cancellations:

Days prior to Departure Date	Percentage of Travel Arrangements Price Payable
121 days or more	\$2,000 per person
120 - 61 days prior	50% cancellation fee
60 - 0 days prior	100% cancellation fee

7.3 Additional Charges - the Customer may incur further cancellation charges from some Suppliers, including international flight providers and local agents.

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 120 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) cancel scheduled Travel Arrangements at any time and may at A&K's sole and absolute discretion:

TERMS & CONDITIONS

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 Material Alteration – if a Material Alteration becomes necessary within 120 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.
 8.5 This tour is guaranteed to depart with two guests.

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 it has valid passports, visas and permits which meet the immigration and governmental requirements of the country of travel.
 9.7 Medical Conditions – the Customer must notify A&K of any pre-existing medical conditions that might reasonably be expected to affect the Travel Arrangements.
 9.8 Health Issues – it is the Customer's responsibility to obtain any vaccinations or health precautions applicable to the country of travel.
 9.9 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.

9.10 The Customer acknowledges and accepts that different places, countries, facilities and tour operators may have lower standards of safety, labeling, warnings and precautions. 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.

9.11 Conduct – A&K 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. 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/legal 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 APPs.

14. Miscellaneous

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

15. A&K Guaranteed Departures

15.1 All Hosted journeys are guaranteed to operate with a minimum of two (2) persons.

15.2 Guaranteed departures operating with less than six (6) persons will be locally hosted.

15.3 Guaranteed departures will operate except only in cases of force majeure, which could include any major world event adversely effecting international travel patterns or other circumstances beyond A&K's control.

16. Photography During Travel

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

16.2 By booking a program with A&K, guests agree to allow their images to be used in such photographs.

16.3 Guests who prefer that their images not be used are asked to identify themselves to their Tour Director at the beginning of their program.

17. Luggage

17.1 Luggage restriction of 13kg per person applies to days 3-5. Customer excess luggage will be stored and returned to the Customer on day 5.

Note: Specific programmes may have different Terms & Conditions which will be advised at the time of booking.