



Dear Traveller,

In the far north-western corner of Australia lies a rugged and rarely seen frontier, wrapped in dramatic coastlines and wilderness. This seemingly endless stretch of natural wonders is the star of our newest Luxury Expedition Cruise, The Kimberley: Australia's Last Frontier.

Join us for this singular, inaugural voyage launching in 2019 aboard the new 'Le Laperouse,' exclusively chartered by A&K to accommodate just 150 privileged guests for a truly luxurious small-ship cruising adventure. Guests also enjoy a masterfully crafted itinerary backed by 25-plus years of experience, lavish all-inclusive cruising with all the right extras and the expert guidance of our award-winning Expedition Team.

Gravity-defying waterfalls, ancient indigenous art, dreamy blue shores — the Kimberley is a stunner and this new voyage a remarkable way to explore it in total luxury. Reserve your preferred stateroom or suite now, while space remains.

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Geoffrey Kent Founder, Chairman & CEO Abercrombie & Kent

Follow @geoffrey\_kent on Instagram

# DISCOVER THE ULTIMATE IN LUXURY EXPEDITION CRUISING

Backed by 25-plus years of luxury expedition cruising experience in the wildest of places, A&K carries you to Australia's vast Kimberley on a dynamic, engaging and truly all-inclusive voyage.

#### **Expertise in the Extraordinary**

In 1991, we launched our first Luxury Expedition Cruise to Antarctica and set our sights on delivering the highest level of service on a cutting-edge vessel, inviting only the top experts in their fields to join our Expedition Team. More than 300 voyages later, A&K continues to set the standard in modern-day luxury expedition cruising, creating the most innovative and exclusive adventures to the wildest places on earth, including this year's inaugural expedition to Australia's spectacular Kimberley.

#### Unique and Authentic Exploration

Unlike typical cruising, Luxury Expedition Cruising with A&K is an invitation to explore with the finest experts in the field and from aboard the most luxurious and advanced small-ship cruising vessels at sea today. Our unique brand of cruising reflects highly curated — and brilliantly orchestrated — itineraries to the world's most extraordinary destinations, including rarely visited gems.

#### All-inclusive Adventure

Our Luxury Expedition Cruises are all-inclusive, the A&K way. Engaging lectures and programing as well as curated shore excursions are among the offerings you'll enjoy, all at no extra cost. Look forward to an abundance of opportunities to actively and authentically immerse yourself in a place, exactly as it was meant to be explored. On our new Kimberley cruise, our all-inclusive adventures encompass naturalist-led Zodiac excursions through fascinating geological features, guided hikes to caves depicting sacred rock art and helicopter tours over the four-tiered Mitchell Falls.









## JOIN THE BEST MODERN-DAY EXPLORERS

Trust A&K's award-winning experts to lead the way through a thrilling frontier with incredible insight and style.

#### **A&K Passion and Expertise from Start to Finish**

Before your Kimberley voyage even begins, every aspect of it has been arranged from top to bottom by A&K's Luxury Expedition Cruising staff, which collectively boasts more than 50 years of cruising experience. Executing on this itinerary is something we delegate only to the members of our Expedition Team — a cast of accomplished real-life explorers ranging from award-winning scientists to authors and photographers, each with an average of 15 years of experience sailing with us, and representing a fantastic A&K staff-to-guest ratio of 1 to 12.

#### A Journey to a Thousand Discoveries

Look forward to enriching lectures and guidance from your Expedition Team — comprised of an Expedition Leader, Cruise Director, expert lecturers, naturalists and more — throughout your exploration of the Kimberley. At sea, look forward to embarking on Zodiac excursions piloted by seasoned field naturalists, each of whom add a brilliant layer to an already rich conversation on the enigmatic Kimberley.

#### **Dedicated Photo Programming for All Levels**

Sharpen your photography skills in a stunningly photogenic region brimming with natural wonders, with included programming designed by A&K's very own photo coaching team. Look forward to lectures geared toward both experts and budding enthusiasts, hands-on workshops in the field, and tips and tricks for shooting on everything from mobile devices to professional SLRs.

# EXPERIENCE A NEW LUXURY SHIP AND AN UNRIVALLED A&K EXCLUSIVE CHARTER

Step aboard new 'Le Laperouse,' chartered by Abercrombie & Kent to provide the ultimate in luxury adventure for just 150 privileged guests.

#### Introducing New 'Le Laperouse'

For every A&K Luxury Expedition Cruise, our experts select the very best vessel available for that destination. Equipped with everything from a heated infinity pool and innovative underwater lounge to an advanced dynamic positioning system, new 'Le Laperouse,' launching in 2018, is the ideal luxury mega-yacht for exploring Australia's Kimberley. (See page 14 for more.)

#### An Exclusive Charter for Intimate Exploration

Every A&K voyage is exclusively chartered to ensure every aspect of your journey meets our exacting standards for luxury, adventure and safety. We limit the number of guests to just 150, giving our cruises one of the best personnel-to-guest ratios at sea at 1 to 1.3. All onboard accommodations are staterooms or suites, and all have their own private balcony. Service is top-notch and provided by an English-speaking staff, who see to your every need from the moment you come aboard. Best of all, guests who reserve any category of suite also enjoy another A&K exclusive: complimentary butler service throughout their voyage.

#### A Remarkable Culinary Experience

Deserving of its own spotlight, top-notch dining is also part of your all-inclusive cruising experience with A&K. Savour an onboard menu encompassing everything from lavish plated and buffet entrées to delicate, freshly baked French pastries every day. Enjoy an open bar, a stocked in-room mini-fridge, and even 24-hour room service, all with our compliments. Guests are also welcome to join in special gala experiences throughout the voyage, including a Captain's Dinner.

#### Responsible Cruising on an Eco-Friendly Ship

A&K operates under two guidelines at all times: provide our guests with comfort and safety and protect the integrity of the unique environments we are so privileged to visit. Clean ship certified by Bureau Veritas, 'Le Laperouse' exceeds all environmental protocols and employs the latest environmental practices and technology, including a computerised dynamic positioning system that alleviates the need to drop anchor in fragile marine reserves; energy-efficient engines; and Zodiacs with fuel-efficient motors.

#### Complimentary Connectivity and Laundry

We're pleased to offer complimentary Wi-Fi at your hotels and aboard your ship (subject to availability), so that you may stay connected as little or as much as you like. You may also take advantage of our Traveller's Valet® service, an exclusive A&K amenity providing complimentary laundry service at the midpoint of your cruise.

#### All the Right Extras Included

Gratuities for both crew and staff at sea as well as your local guides on land — it's just the start of the many little things we include so that you can enjoy a carefree voyage. Transfers with luggage assistance and port charges are also included. Invite friends and loved ones to follow your journey online with daily blog updates posted by our Expedition Team. Then back at home, look forward to reliving your journey with our commemorative photo-packed voyage journal, sent to you as a keepsake with our compliments.



## INTRODUCING THE KIMBERLEY

One of the world's great hidden treasures, the Kimberley region at the edge of Western Australia is a place of mountains, rivers and beaches offering thrilling opportunities to explore incredible scenic landscapes and see a dizzying variety of wildlife. With more than 2,500 islands dotting its 7,500 miles of coastline, it is a destination best explored with the longtime leader in Luxury Expedition Cruising, Abercrombie & Kent.









- Explore the vast and untouched Kimberley, cruising for 10 nights on the new, state-of-the-art 'Le Laperouse,' exclusively chartered by A&K to feature luxury balcony accommodations for all guests
- Begin your journey with a stay in the outback beach town of Broome, where turquoise surf, white sands and spectacular sunsets welcome you to the wonders of the Kimberley
- Gain privileged insights from our award-winning Expedition Team, featuring passionate wildlife and cultural experts, photographers and true-to-life explorers who share an exciting program of lectures, excursions and informal discussions
- Marvel at majestic tidal phenomena during an excursion to the mystifying Horizontal Falls

- Discover ancient indigenous history and rock art during off-the-beaten path excursions to Raft Point and Bigge Island
- Take off on a thrilling heli-tour of Mitchell Falls' tumbling cataracts and its pristine freshwater pools
- Penetrate the rugged Kimberley coast on Zodiac excursions, exploring the mangrove-dotted Hunter River, and the canyons and twin falls of King George River
- Soar over the beehive domes of the Outback's dramatic
  Bungle Bungle Range on a fixed-wing flightseeing adventure
- Enjoy an inclusive expedition the A&K way, with excursions, meals, house drinks and onboard gratuities all included



#### JUN 20-21: Arrive Broome, Western Australia

Arrive in the city of Broome, poised at the western edge of the vast Kimberley and hemmed by the blue Indian Ocean. You are met and transferred to your hotel near iconic Cable Beach. The largest city in the Kimberley, Broome is home to over 14,000 residents, yet every bit as daring as its more sparsely populated counterparts. Spend the next day exploring at your leisure, taking in this swashbuckling treasure and its sweeping beaches, cinematic sunsets and relaxed atmosphere. Tonight, meet your fellow guests at a welcome cocktail reception and dinner. Cable Beach Club Resort & Spa/Kimberley Sands Resort & Spa | Meals: B D (Day 2)



#### JUN 22: Broome | Jewel in the Wilds

A day of adventure awaits with A&K experts who take you beyond the surface in ever-splendid Broome. Join a city tour that reveals Broome's historic pearling industry and rich multicultural past. Later, your adventure moves from the shore to sea when you board 'Le Laperouse,' your luxury expedition cruiser for the next 10 nights. 'Le Laperouse' | Meals: B L D

#### JUN 23-27: Kimberley's Wild Coast | Extraordinary Tides

For the next five days, enjoy privileged insight and access to one of the most rarely visited regions in Australia. Each day, inspiring lectures, briefings and stimulating conversations with your Expedition Team elevate your discoveries in the Kimberley, bringing this vast wonderland into focus in a most enriching way. Grasp the tremendous benefit of exploring with our experts as luxury 'Le Laperouse' cruises through archipelagos and along the Kimberley coast. Your Captain and Expedition Team determine the best daily excursions, which may include these stunning regions:

Lacepede Islands: Set atop a coral reef, these four low-lying cay islands are separated from mainland Australia by the Lacepede Channel. The "Lacepedes," as they are often called, are an important nesting site for green sea turtles and several species of seabirds, including brown boobies, red-chested frigate birds, crested terns and speckled ruddy turnstones.

**Silica Beach**: Named for its pure white silica sand, this treasured natural beach is the only one of its kind along the entire Kimberley coast. The beach boasts powdery soft sands and tranquil waters, nestled into rock reefs and a vegetated foredune.

Horizontal Falls: An exciting visit awaits at Horizontal Falls, described by David Attenborough as "one of the greatest natural wonders of the world." Set within Talbot Bay, the unique, horizontally flowing waterfalls are created when massive and intense tidal currents squeeze through two narrow gorges. Experience the phenomenon on a boat excursion that takes you close to these unique falls.

Montgomery Reef: The Kimberley's theme of extreme tides continues at Montgomery Reef, Australia's largest inshore reef. Board Zodiacs to explore the reef system's lagoons, islets and rushing channels. The denouement comes at low tide, when water dramatically cascades off the reef's emerging sandstone platform covered in coralline and algae, perchance revealing astonishing sea life.

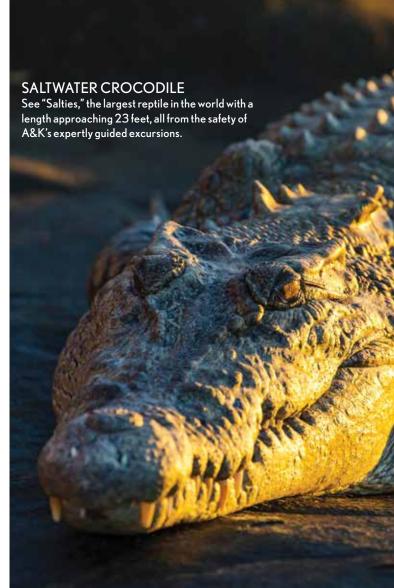
Raft Point: Enjoy a guided bushwalk at Raft Point that leads to a cave depicting indigenous rock art. A magnificent display of sacred Wandjina figures, the ancient paintings reveal the ways of the Worrorra people, their myths, traditions and powerful connection to the sea. 'Le Laperouse' | Meals: B L D

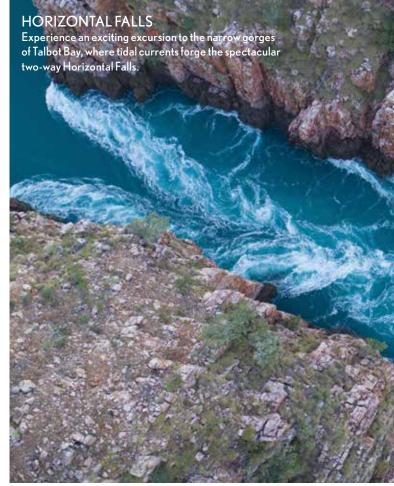


Mitchell Falls: Opt for a thrilling helicopter flight over the vast Mitchell Plateau to the sandstone-carved Mitchell Falls, which tumble through a series of emerald pools into a gorge. Explore the surrounding area on foot and perhaps enjoy a refreshing swim in the freshwater pools formed by the falls.

**Hunter River:** Join your naturalist guides and navigate by Zodiac through the river's small tributaries fringed by mangroves and tidal mud flats, searching for crocodiles, mud skippers and fiddler crabs, and the many bird species that nest in the dense vegetation. 'Le Laperouse' | Meals: B L D

JUN 28: Bigge Island | Sacred Art of the Wunambal Sacred to the indigenous Wunambal people for more than 20,000 years, Bigge Island is home to an incredible array of indigenous rock art. Discover its well-preserved Wandjina paintings and visual recordings of the European entrance into this ancient way of life. With luck, you may also spot rock wallabies, the smallest of the wallabies, which are numerous on the island. 'Le Laperouse' | Meals: B L D

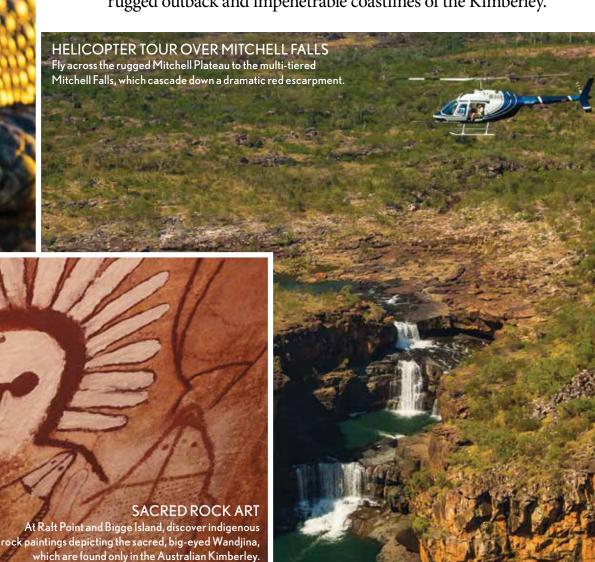




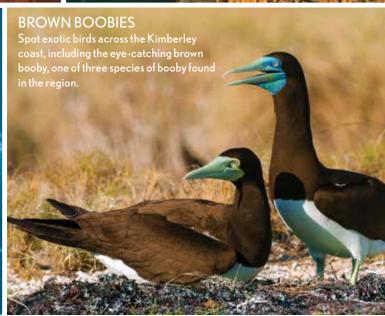


## JOURNEY HIGHLIGHTS

Join A&K for authentic discovery and endless adventure across the rugged outback and impenetrable coastlines of the Kimberley.









#### JUN 29: King George River & Falls | The King's Treasure

Arrive in Kooloma Bay at the mouth of the King George River, named in honour of King George V. Our naturalist guides pilot Zodiacs upriver through a spectacular canyon, draped in sandstone cliffs, gorges and mangroves, where you may also spy impressive Aussie wildlife, such as the saltwater crocodile. Arrive before the awe-inspiring King George Falls, plummeting from an elevation of 276 feet. 'Le Laperouse' | Meals: B L D

#### JUN 30: Wyndham | Gateway to Natural Wonders

Beautifully poised between rugged hills and Cambridge Gulf in the northernmost region of the Kimberley, the former gold-rush town of Wyndham is the gateway to a bounty of photogenic wetlands. This includes the spectacular Ord River, where you may spot unique birds; the man-made Argyle Dam; and Purnululu National Park, home to the iconic Bungle Bungle range. During this stop, you may opt for a wildlife cruise on the thriving Ord River or a scenic flight over east Kimberley and the Bungle Bungles, one of Australia's greatest natural wonders. 'Le Laperouse' | Meals: B L D

#### JUL 1: At Sea/Pulau Meatimiarang, Indonesia | The Timor Sea

Enjoy a day at sea and the opportunity to unwind with fellow guests and your Expedition Team, while 'Le Laperouse' cruises to Pulau Meatimiarang, Indonesia, to clear customs. Take time to reflect on your adventures, share photos and attend another intriguing lecture. You may also choose to relax and enjoy the ship's facilities, perhaps at the spa or in your room with views from your own private balcony. Later, join a special farewell reception and dinner, a celebration to mark the culmination of an unforgettable expedition. 'Le Laperouse' | Meals: B L D

#### JUL 2: Depart Darwin

Bid farewell to your Expedition Team before disembarking 'Le Laperouse.' Transfer to the airport to board your flight home or join our post-cruise extension program. *Meals: B* 

Note: Activity level is moderate. This cruise includes regular Zodiac boat excursions and walks over uneven terrain, with some optional, more challenging hikes. Due to the nature of expedition cruising, this itinerary is subject to change.

## Margaret River Pre-Tour Extension 5 days | From \$7,775



DAY 1: Arrive in Perth, Western Australia, where you are met and transferred to your elegant hotel. *Pan Pacific Hotel* | *Meals: D* 

DAYS 2–3: Drive to Western Australia's Margaret River wine region, stopping en route to ride Busselton's jetty on Geographe Bay and to explore the Jewel Caves of the Karri forest. Check in at your Margaret River lodge and enjoy dinner at its acclaimed restaurant. The next day, indulge in tastings at prize wineries followed by exquisitely paired meals. *Cape Lodge | Meals: B L D* 

DAY 4: Drive to Perth. Tour Fremantle, enjoy lunch at a brewery and stop at Cottesole beach. *Pan Pacific Hotel* | *Meals: B L D* 

DAY 5: Fly to Broome. Begin your main program. Meals: B

## Arnhem Land Post-Tour Extension 4 days | From \$6,660



DAY 1: Disembark 'Le Laperouse' and board your private charter flight to untouched Arnhem Land, one of the largest Aboriginal Reserves in Australia. Arrive at your atmospheric ecolodge set within the reserve. *Davidson's Arnhemland Safari Lodge* | *Meals: L D* 

DAY 2: Spend the day exploring the wild landscapes of Arnhem Land. Enjoy included activities from fishing to walking excursions to view indigenous rock art to a billabong cruise. *Davidson's Arnhemland Safari Lodge* | *Meals: B L D* 

**DAY 3**: Fly to Darwin, where you enjoy a panoramic city tour. *Adina Apartment Hotel Waterfront* | *Meals: B L D* 

DAY 4: Transfer to airport for your flight home. Meals: B

#### YOUR INSPIRING ACCOMMODATIONS

Here is a preview of your journey's best-in-class accommodations.



#### 'Le Laperouse'

New in 2018, a luxury expedition ship exclusively chartered by A&K to feature balcony accommodations for all guests. See pages 14-15 for more information.



Cable Beach Club Resort and Spa A modern colonial vibe featuring lush gardens and two pools in Broome.



Kimberley Sands Resort & Spa Elegance and style in Broome, with pools and ponds throughout.



DATES & PRICING Guaranteed Departure	Category 1 Classic Stateroom	Category 2 Deluxe Stateroom	Category 3 Prestige Stateroom	Category 4 Deluxe Suite	0012	Category 6 Prestige Two-Room Suite	Category 7 Grand Deluxe Suite	Category 8 Owner's Suite
Jun 20-Jul 2, 2019	\$18,295 <sub>pp</sub>	\$21,075pp	\$22,750pp	\$27,995pp	\$30,750pp	\$37,450pp	\$44,995pp	\$49,995
Single Supplement	\$13,721	\$15,806	\$17,063	\$20,996	\$23,063	\$28,088	\$33,746	\$37,496

#### Journey Details

This journey contains some active elements and is subject to change based on weather, sea and other conditions beyond A&K's control.

Triple occupancy is available in categories 4, 5 and 6; quadruple occupancy is available in category 6. Due to limited availability, categories 1-2 will be accommodated at the Kimberley Sands Resort & Spa, and categories 3-8 will be accommodated at the Cable Beach Club Resort & Spa. Hotel accommodations are subject to change and will be confirmed prior to departure. Every effort will be made to accommodate parties of 3 or more at the same property.

Minimum age is 10 years. First group event: welcome briefing on June 21. Last group event: ship arrival and disembarkation at 9:00 a.m. on July 2.

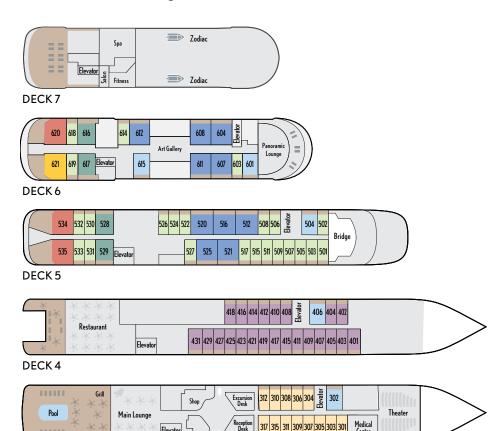
## 'LE LAPEROUSE'

Launching in 2018, exclusively chartered, all-balcony 'Le Laperouse' cruises with commanding grace and style, offering gourmet dining, a marina for Zodiac excursions, a heated infinity pool and an interactive, first-of-its-kind underwater lounge.

## Stateroom & Suite Categories



- Category 3 Prestige Stateroom
- Category 2Deluxe Stateroom
- Category 1 Classic Stateroom



#### 'LE LAPEROUSE' DETAILS

- Overall length: 430 feet
- Beam: 59 feet
- › Average speed: 15 knots
- Passenger decks: 7
- Passenger capacity: 184, but limited to 150 on A&K charters only
- Crew and A&K staff: 122 (personnel-toguest ratio of 1 to 1.25)
- Standards: Bureau Veritas Clean ship regulations Comfort Class 1 – "Clean" Ship Certification (meets or exceeds all IMO operating standards)
- Technology: Advanced dynamic positioning system and stabilisers
- > Flag: French

#### 'LE LAPEROUSE' AMENITIES

English language on A&K charter

DECK 3

- > Private balcony with every guest stateroom and suite, exclusive to A&K charter
- Complimentary butler service with Suite categories 4-8, exclusive to A&K charter
- Sun Deck and multiple outer deck observation areas
- > Marina with mini-port and flotilla of Zodiacs
- Outside heated infinity pool
- > Theatre with seating for up to 188 guests
- Library with selection of books and games
- Panoramic restaurant serving French and international cuisine
- Open bar (excluding premium wines and spirits), an exclusive offering on A&K charters only

- > Three lounges with bars: main lounge; panoramic lounge; and a one-of-a-kind, multi-sensory underwater lounge
- Complimentary 24-hour room service
- Complimentary in-cabin breakfast (on request)
- > Three passenger elevators
- Spa and health centre with unique relaxation area, fitness centre, massage rooms, salon and *hammam*
- > Boutique shop
- > 24-hour medical facilities with certified doctor
- > Laundry service (no dry cleaning)
- Electricity: 110/220 volts
- Wireless Internet, exclusive to A&K charter (access and speed vary)

## Stateroom & Suite Layout

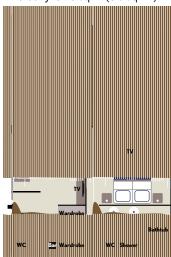
## Owner's Suite (Category 8)

Cabin: 484 sq. ft. (45 sq. m.) Balcony: 323 sq. ft. (30 sq. m.)



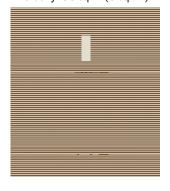
## Grand Deluxe Suite (Category 7)

Cabin: 484 sq. ft. (45 sq. m.) Balcony: 323 sq. ft. (30 sq. m.)



## Prestige Two-Room Suite (Category 6)

Cabin: 410 sq. ft. (38 sq. m.) Balcony: 86 sq. ft. (8 sq. m.)



## Privilege Suite (Category 5)

Cabin: 344 sq. ft. (32 sq. m.) Balcony: 86 sq. ft. (8 sq. m.)



## Deluxe Suite (Category 4)

Cabin: 296 sq. ft. (27.5 sq. m.) Balcony: 65 sq. ft. (6 sq. m.)



#### Staterooms (Categories 1–3)

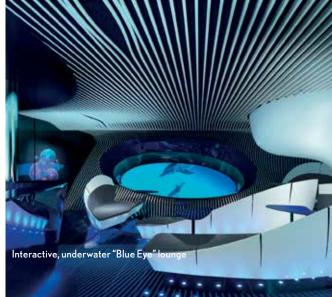
Cabin: 205 sq. ft. (19 sq. m.) Balcony: 43 sq. ft. (4 sq. m.)











#### 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" or 'Guest' is used interchangeably and 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.

 $2.2\ {\it Acceptance: Payment of a deposit indicates the Customer's acceptance of the Conditions.}$ 

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

#### 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.

 $3.2\, \overline{\text{Deposit}}$  - a deposit of AU\$3,500 per person and full names of all Customers as per passport 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 120 days before the Departure Date must be accompanied by full payment and may be subject to an urgent processing

#### 4. Price Policy

4.1 Prices are valid for travel arrangements made and travelling in the period until 31 December 2019. All prices are per person in Australian Dollars unless otherwise specified. 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 and itemized component costs cannot be given.

4.3 Travel Arrangements - prices 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, park entrance fees 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 Utilized - no refunds are made in respect of Products not utilized, for example, flights, accommodation, meals and sightseeing excursions.

4.8 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 120 days prior to the Departure Date.
5.2 Where bookings are made less than 120 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. Included in Journeys

6.1 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; 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; porterage of two (2) pieces of baggage; 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.

6.2 Expedition Cruises Additional Inclusions:

Complimentary select bar drinks, beer, house wine, soft drinks, coffee drinks, juices and bottled water (excluding some premium wines, spirits and Champagnes) while on board; complimentary beer and wine for included meals onshore; complimentary room service on board; all shore excursions and full lecture program while on board; A&K's Traveller's Valet laundry service for eight (8) pieces during cruise only excluding dry cleaning; services of an A&K Expedition Staff and local guides; gratuities for the ship's crew and A&K Expedition Staff and Pre- and Post-Tour guides; a post-cruise expedition logbook.

#### 7. Not Included in Journeys

7.1 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; 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 and optional activities (which are subject to availability).

#### 8. Hotel Check-In

8.1 Most hotels allow check-in to take place during the midafternoon. 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.

#### $9.\,Room\,Upgrades\,and\,Special\,Requests$

9.1 Upgrades are available on request at individual hotels at additional cost. Specific requests such as adjacent or connecting rooms, bedding requests, smoking rooms and special dietary needs should be advised at time of booking. Please note that while every effort will be made to secure a special request, it cannot be guaranteed.

#### 10. Air Transportation

10.1 Domestic or International airfare (to the journey 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 journeys require internal flights as specified in the itinerary. This airfare is typically not included and must be purchased from A&K in addition to the journey. 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 domestic air is 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.

10.2 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, 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.

#### 11. Baggage

11.1 A&K provides porterage of two (2) pieces of baggage per person. Please note should your journey include 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 or damaged baggage. Please check with your international carrier for other baggage restrictions and fees applicable to your international flights (if any).

#### 12. Child Policy

12.1 The minimum age is 10 years old unless noted on the itinerary and all children under age 18 must be accompanied by an adult. Some activities contained within an itinerary may have a different age restriction than the overall minimum age requirement. Details will be provided at the time of booking.

#### 13. Active Elements and Conduct

13.1 Some active elements have been incorporated into select itineraries. To enjoy the trips as intended, a minimum level of fitness is required. A&K will require prior notice if any participant has any physical or other condition or disability that would prevent them from participating in active elements of any trip and/or could create a hazard to him or herself or to other members of the group. Due to ship restrictions, women over six (6) months pregnant are not permitted to travel on Expedition Cruises. The guest represents that neither he nor she nor anyone travelling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other members of the tour.

13.2 A&K reserves the right to decline acceptance of anyone whom it considers unsuitable due to fitness level. 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.

#### 14. Special Requirement for Kimberley Cruises:

14.1 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 Kimberley cruises. 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.

#### 15. Passports and Visas.

15.1 This cruise travels into international and Indonesian waters. 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 vessel 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.

#### 16. Privacy Information

16.1 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 products and services, and related purposes.

16.2 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 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.

 $16.3\,A\&K$  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.  $16.4\,A\&K's\,Privacy\,Policy\,is\,available\,at\,www.abercrombiekent.com.au\,or\,by\,request to <math display="inline">A\&K\,by\,phoning\,+61395361800\,or\,via\,email\,at\,privacy@abercrombiekent.com.au$ 

#### $17.\,\mathsf{Reservation}\,\mathsf{and}\,\mathsf{Payment}\,\mathsf{Schedule}$

Deposit per Person Required at Time of Booking

Expedition Cruise

AU\$3 500

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.

#### 18. Amendments

18.1 A&K reserves the right to modify program itineraries, including arranged sightseeing, and substitute accommodations, including vessels and trains, at any time due to 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. 18.2 A&K will endeavor 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; 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 is 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 120 days of the Departure Date are treated as cancellations and re-bookings. Cancellation charges apply as detailed below.

#### 19. Cancellation Charges

19.1 Cancellations must be received in writing and will become effective on the date of receipt, fax or email. Cancellations received by A&K are subject to the following:

Expedition Cruises and related Group Pre- and Post-Tour Extensions	
181 days prior to departure or more	US\$650
180-121 days prior to departure	US\$2,000
120-91 days prior to departure	20% of program price
90-61 days prior to departure	50% of program price
60 days prior to departure or less	100% of program price

19.2 Partial Room Cancellation: If a guest cancels or leaves a journey and a roommate remains, an additional supplement may apply to the price for the remaining quest.

19.3 Cancellation Charges for Additional Services - Additional hotel nights and other extra services booked in connection with A&K journeys are subject to specific cancellation penalties. These will be provided at the time of booking and noted on the invoice.

#### $20.\,Cancellations\,and\,Material\,Alteration\,by\,A\&K$

20.1 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.

 $20.2\,\text{Force}$  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 at A&K's sole and absolute discretion and: 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.

 $20.3\,A\&K$  may charge a reasonable fee to cover the administration costs associated with providing alternative Travel Arrangements or Products.  $20.4\,A\&K$  reserves the right to modify program itineraries, including arranged sightseeing, and substitute accommodations, including vessels and trains, at any time due to unforeseen circumstances of circumstances beyond A&K's control. Every effort will be made to operate itineraries as planned, but alterations may occur after the final documents have been provided to the Customer.

20.5 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 20.2 A&K will endeavor to offer comparable Products or a full refund of all monies paid by the Customer

#### 21. Obligations and Liability

21.1 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.

21.2 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, litness for purpose, condition, description, specification or performance of the Travel Arrangements or Services or any contractual remedy for their failure.

21.3 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 quarantee under the ACL.

21.4 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.

 $21.5 \ Nothing in the \ Conditions is to be interpreted as excluding, restricting or modifying the application of any relevant State or Federal legislation which cannot be excluded, restricted or modified.$ 

21.6 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 and international waters (if on an ocean cruise) of travel.

21.7 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.

21.8 Medical Conditions - the Customer must notify A&K of any preexisting 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.

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

21.10 The Customer must insure themselves for emergency evacuation.

A&K strongly recommends the customer also insures themselves against loss of deposit, cancellation charges, medical expenses and loss of personal possessions, and any other foreseeable loss or expense.

21.11 The Customer acknowledges and accepts that different places, countries, facilities and tour operators may have lower standards of safety, labelling, 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.

#### 22 Notice

22.1 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.

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.

#### 23 Claims and Refunds

23.1 Refunds are not made for any missed services, except for verifiable extenuating circumstances. Please see our Limits on A&K's Responsibility clause below. For verifiable claims to be considered, they must be received in writing within 30 days of the termination of the program and be accompanied by supporting documentation and/or a statement from the local destination 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. A&K will not accept any liability for any claims that are not received within 30 days of the termination of your travel program.

#### 24. Photography during Travel

24.1 A&K reserves the right to take photographs and video during the operation of any program or part thereof and to use them for promotional purposes during the program and thereafter. By booking a program with A&K, guests agree to allow their images to be used in such photographs and video. Guests who prefer that their images not be used are asked to identify themselves to their Resident Tour Director at the beginning of their program.

#### 25. Limits on A&K's Liability

25.1 A&K, its employees, shareholders, officers, directors, successors, agents and assigns, does not own or operate any property or entity which is to or does provide goods or services for your trip. It 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. As a result, A&K is not liable for any negligent or willful act of any such person or entity or of any third person. In addition and without limitation, A&K is not responsible for any injury, financial or physical loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force maieure, illness, disease, acts of war, civil unrest, insurrection or revolt. animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time. 25.2 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. Guest assumes all such risks associated with participating in these trips.

25.3 If you decide to participate in any activities including, but not limited to, any excursions involving helicopters, light aircraft; jet boats, animals, riding on animals, SCUBA diving, snorkeling, hot air ballooning, zip lining, high allitude treks, climbing, whitewater rafting, primate tracking and any 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 A&K and its affiliates, their agents, employees and representatives from any liability whatsoever related thereto.

25.4 Further, as consideration for being permitted to participate in the Activities; you release A&K, whether known or unknown, from, and agree not to sue or make claim against A&K 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 (but not its reckless, willful, or fraudulent conduct), and/or from any defect in equipment. You further agree to indemnify and hold A&K harmless with respect to any claim made against A&K by anyone else which (a) related to your participation, or (b) which would be subject to the above release and covenant not to sue if you had made the claim directly yourself.

#### 26. Travel Advisories and Warnings

26.1 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 smarttraveller.gov.au or by phone to 1300 555 135. In the event of an active Travel Warning 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 the events like those advised or warned against.

#### 27. Governing Law

27.1 These Conditions are governed by and are to be construed in accordance with the laws of the State of Victoria and Australia. 27.2 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.

### ONE NAME: ONE UNPARALLELED STANDARD WORLDWIDE

Throughout this brochure or website, you'll see references to 'Abercrombie & Kent' (or simply 'A&K'). This is our shorthand for the many independent Abercrombie & Kent companies that work with A&K, to provide its travelers with a consistent worldwide standard of expertise and excellence in travel. Their independence allows our guests to benefit from unique local knowledge and specialized services available only from destination-based operating companies around the globe.

#### $28.\,Amendments$

 $28.1\,A\&K$  reserves the right to correct any errors or omissions in its published materials and to amend these Terms and Conditions at any time as the result of any material changes to legislation or regulation. All amended Terms and Conditions shall automatically be effective upon being posted by A&K to the website www.abercrombiekent.com.au. Accordingly, guests should check the website abercrombiekent.com.au prior to travel in order to ensure they are aware of any changes.

#### 29. Travel Documents

29.1 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.

#### 30. Qantas Points

30.1 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

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