

Terms & Conditions

1. DEFINITIONS

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

"Conditions" means these Terms and Conditions.

"Customer" means a person, firm or corporation seeking to acquire Services from A&K and if there is more than one of these, these Conditions bind them jointly and each of them separately.

"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.

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

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

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

"Suppliers" means the party that is 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 Registration and Payment Schedule: For all programs in this brochure, a deposit of USD1,950 per person is required at the time of booking. Final payment is due 90 days prior to departure. If your reservation is made within 90 days of departure, the entire cost of the trip must be paid at the time of confirmation.

3.3 Late Bookings: Bookings made within 10 days of a Departure Date are subject to a late booking fee of AUD100 per booking.

3.4 In addition to any amount payable to A&K, the Customer must pay to A&K on production of a Tax Invoice the GST payable by A&K in respect of that amount.

4. PRICE POLICY

4.1 Quoted program prices include planning, handling and operational charges, and are based on current rates of exchange, tariffs and taxes as of September, 2009. A&K reserves the right to increase program prices to cover increased costs, tariffs, fuel charges and taxes, and to reflect fluctuations in foreign exchange markets. Modification of program content to accommodate a smaller group size will not affect published program price.

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

4.3 Travel Arrangements: the price 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, 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 Products not Utilised: no refunds are made in respect of Products not utilised, for example, accommodation, meals and sightseeing excursions.

4.7 Included in quoted cruise programs: Program prices are valid until January, 2011, and include category of cabin chosen on board MV 'Le Boreal'; full board meal service on board MV 'Le Boreal', other accommodations as noted in the itinerary; meals as specified on land programs; full board meal service on board MV 'Le Boreal' including open bar (excepting premium wines, premium liquors and champagne); on board services of an A&K Expedition Team including Cruise Director, Expedition Leader, naturalists and professional lecturers; expedition parka and backpack; pre-cruise expedition notebook and post cruise expedition voyage logbook. Gratuities on cruise programs are included for land-based hotel/restaurant staff, portering and local guides/drivers. Gratuities are also included for the Expedition team (Cruise Director, Expedition Leader, naturalists and lecturers) and crew on board MV 'Le Boreal'. Gratuities on independent programs and extensions are not included in the program price and are at the discretion of the traveller. Recommended guidelines for each area visited are provided in A&Ks pre-tour documentation.

4.8 Goods & Services not Included: Travel

Insurance; international and internal airfares unless otherwise noted; cost of obtaining passports or entry visas; airport departure taxes; excess baggage charges; meals other than specified in the itinerary; beverages other than noted; sightseeing not included in the itinerary; personal expenses such as laundry service (self-service laundry facilities provided); communication charges and optional activities (which are subject to availability).

5. ITINERARIES

Accommodations (hotel or vessel) and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond A&K's control. Every effort will be made to operate programs as planned, but alterations may occur after the final itinerary has been issued. A&K also reserves the right to withdraw a program or any part of it, to make such alterations to the itinerary or the program inclusions as it deems necessary or desirable, and to pass on to program members any expenditures or losses caused by delays or events beyond its control.

6. AMENDMENTS

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

a) Amendment Charge: AUD50 per file applies to any Customer requesting a change to a confirmed booking.

b) Additional Charges: all other expenses incurred by A&K may also be payable by the Customer at A&K's discretion.

c) Any charges arising from a request for an amendment are payable by the Customer whether or not A&K is successful in confirming the requested amendment.

d) Late Amendments: amendments made by the Customer within 90 days of the Departure Date are treated as cancellations and re-bookings. Cancellation charges apply as detailed below.

7. CANCELLATIONS BY THE CUSTOMER

7.1 The Customer must give A&K notice of any cancellation in accordance with the provisions contained in clause 10.

7.2 Charges: Cancellations received by A&K 90 days or more prior to departure will be subject to a USD500 per person/per tour cancellation fee; 89-60 days prior to departure, subject to forfeit of 20% of program price; 59-45 days prior to departure, subject to forfeit of 50% of program price; 44 days or less prior to departure, subject to forfeit of 100% of program price. A 100% cancellation charge applies to internal air cancelled less than

90 days prior to departure, where applicable.

7.3 Additional Charges: the Customer may incur further cancellation charges from some 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 least 90 days prior to the Departure Date.

8.2 Force Majeure: A&K may, at its sole option, where circumstances outside of its control affect the provision of Travel Arrangements (such as flood, fire, act of God, war, 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:

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 Arrangement or Products.

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

8.5 Charter flights will require a minimum number of passengers to operate and are subject to availability. Should the minimum number of passengers not be met, A&K will offer one of the following options: modify the flight services to accommodate a smaller group; or offer an alternative flight option, which may incur an additional cost.

9. A&K 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. 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 specifically set out herein, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, specification or performance of the Products or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

9.3 Circumstances Beyond our Control: if A&K is unable to provide the Travel Arrangements as illustrated in the brochure, or any Product agreed to be provided, it is not liable for any injury, loss, damage, accident, delay or irregularity arising to the Customer or any third party.

9.4 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.

9.5 Medical Conditions: The Customer must notify A&K of any pre-existing medical conditions that might reasonably be expected to affect the Travel Arrangements. The Customer represents that neither he nor she nor anyone traveling 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. A&K reserves the right to decline to accept anyone on a trip. A&K reserves the right to remove from the trip, at his or her sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip
9.6 Health Issues: It is the Customer's responsibility to obtain any vaccinations or health precautions applicable to the country of travel.

9.7 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, whether caused by act, omission, negligence or otherwise, while undertaking a Travel Arrangement, using the Services or arising from any booking.

9.8 Due to Antarctica's remote location, A&K requires proof of a minimum of USD50,000 per person in Emergency Evacuation/Repatriation insurance.

9.9 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.

9.10 There are certain inherent risks in adventure travel of the type involved here. These include, but are not limited to Zodiac rides, hiking, walking, and in all trips, dangers of animals, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. The Customer assumes all such risks with regard to these possibilities.

9.11 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.

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 email 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 facsimile, when facsimile machine confirms transmission; or
- d) if by email, when the email is sent.

11. GOVERNING LAW

11.1 These Terms 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

12.1 Any information A&K obtains from the Customer or its representative is necessary for A&K's business purposes or providing the Customer with A&K's goods 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 any directly related purposes.

12.2 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. The Customer may access the personal information on written request to A&K.