

Terms and Conditions – LSGJ / LEC / WOTW

Created: 16 January 2025

Definitions

“**A&K**” means Abercrombie & Kent Limited and its owners, operators, parents, subsidiaries, affiliates, principals, agents, licensors, joint venturers, and all employees, officers, pilots, crew members and agents of such individuals, companies and entities.

“**Booking**” means the Guest or Guest’s agent’s agreement to enter into a Contract with the Company.

“**Booking Terms and Conditions**” or “**Terms**” means these terms and conditions and the information contained in A&K brochures, its Website and/or other information which will form the express terms of your Contract with A&K.

“**Contract**” means the contract between A&K and the Guest for the Tour as reflected in the Confirmation Invoice sent by A&K to Guest’s Travel Advisor or directly to Guest.

“**Group Journeys**” means those group journeys offered by A&K including but not limited to Luxury Small Group, Family, Limited Edition Small Group Journeys, Select Journeys, Wings Over the World Journeys, Luxury Expedition Cruises and all related Group Extensions.

“**Guest**” means each person, including minors, named either on the booking confirmation or on the invoices or on a ticket issued by A&K or to whom a Booking is transferred.

“**Journeys**” means those journeys offered by A&K including but not limited to Luxury Small Group, Family, Limited Edition Small Group Journeys, Select Journeys, Wings Over the World Journeys, Luxury Expedition Cruises,, Private Journeys, Private Estates and all related Group Extensions.

“**Limited Edition Small Group Journeys**” means those journeys operated by Abercrombie & Kent (Australia) Pty. Ltd.

“**Minor**” means any person under the age of 18.

“**Private Estates**” means those overnight stays at a private property from the curated portfolio contracted by A&K on behalf of our guests.

“**Select Journeys**”: means each of the following tours Australia & New Zealand: The Lands Down Under; Borneo: Land of the Orangutan; Brazil: Wildlife of the Amazon, Pantanal & Iguazu Falls; Colombia: Bogotá to Cartagena (2024); Cruising the Mekong: Siam, Saigon & Angkor Wat; Easter Island & the Tapati Festival; Egypt & the Nile: A Holiday Journey; Family Galápagos (2024); Finland & Sweden: Adventure Across Lapland; Galápagos Wildlife Adventure (2024); Hidden Wonders of Colombia; India Wildlife Safari; Madagascar: Island of Lemurs & Baobabs; Mongolia: Naadam Festival & the Khan Legacy; Morocco: Tangier & the Blue City; Namibia: Dunes & Desert Safari; Oman & the Emirates: Sands of Time; Patagonia: The Last Wilderness; Peru by River & Rail; Peru: Machu Picchu & the Amazon; Peru: Machu Picchu & the Sacred Valley; Pharaohs & Pyramids; Saudi Arabia: A Kingdom Revealed; South Korea & Japan: Cultural Legacies; Southern India: Temples & Traditions; Splendors of Chile, Argentina & Brazil; Splendors of Morocco; Taj Mahal & the Treasures of India; and Wonders of the Galápagos & Machu Picchu.

“**Travel Advisor**” means any travel agent or any website not owned or operated by A&K and used by the Guest to book their Tour.

“**Tour**” means the Journey whether or not in combination with any flights.

“**Website**” means the set of related web pages, documents and hypertext links served from the web domain www.abercrombiekent.co.uk

Your Contract is with Abercrombie & Kent Limited of St George's House, Ambrose Street, Cheltenham, Glos. GL50 3LG, which is registered in England under company number 1082430 (“the Company”, “we”, “us” and “our”). References to “you” and “your” in these Booking Conditions include the first named Guest

on the booking and all Guests on whose behalf a booking is made or any other person to whom a booking is added or transferred. The following conditions, together with our Privacy Policy, the relevant information set out in our brochure and on our Website and any other written information we brought to your attention before we confirmed your booking, will form part of your Contract with the Company. Please read them carefully before you book.

By making a Booking, the first named Guest on the Booking agrees on behalf of all Guests detailed on the Booking that:

- a. they have read these Terms and has the authority to and do agree to be bound by them;
- b. they consent to our use of information personal data in accordance with our Privacy Policy and are authorised on behalf of all persons named on the Booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- a. they are over 18 years of age, resident in the United Kingdom and where placing an order for services with age restrictions declare that they and all members of the party are of the appropriate age to purchase those services;
- c. they accept financial responsibility for payment of the Booking on behalf of all persons detailed on the Booking.

1. BOOKING YOUR HOLIDAY

(a) Our aim is to provide the right holiday to suit your requirements. You can call us on +44 (0)1242 547 892 or email: info@abercrombiekent.co.uk to discuss or make a Booking and provide you with a price per person. In order to maintain our customer services standards and to assist with the ongoing training of our staff we may record or monitor our telephone conversations or emails with you.

Quoted Journey prices are per person, double occupancy except where indicated. Although not expected, prices may be modified due to unexpected significant external factors not forecasted at the time of publishing. A&K is under no obligation to give a breakdown in costs of any Group Journey. Pre- and Post-Tour extensions are only available to Guests booked on related Group Journeys. Modification of programme content to accommodate a smaller group size will not affect the published programme price.

(b) To secure your Booking we require a deposit, typically the amount set out below. Some suppliers and holidays may require higher deposits at the time of booking. You will be notified of these requirements before you pay your deposit. Failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the automatic cancellation of pending reservations.

Deposit per person required at time of booking	
Luxury Small Group, Family and Private Journeys	£1,000 per person
Limited Edition Small Group Journeys	£1,250 per person
Luxury Expedition Cruises	£2,500 per person
Wings over the World Journeys	25% of programme price
Private Estates	25% of programme price

An additional non-refundable permit fee is required for each Guest at time of booking for the Uganda and Rwanda extension tour. You will be informed of the price prior to booking.

If your reservation is made inside of the final payment window, the entire cost of the trip must be paid at the time of the request in order to secure confirmation.

Payment can be made by cheque, bank transfer or by most major credit cards in favour of Abercrombie & Kent Limited and payment can be made in British Pounds, US Dollars or Euros. If for any reason, we do not accept your Booking your deposit will be returned. If you are due a refund, the Company will return the

amounts due to the same bank account or credit card that was used when the original payment was made and in the same currency that the Company originally received the funds.

(c) Many airlines now require the full name of all passengers travelling. We will therefore ask you at the time of booking to confirm the number of members in your party and to provide us with the first forename (as shown in each passport) as well as the title and surname of each member.

(d) Special requests such as diet, room location, twin- or double-bedded room, a particular facility or flight seat which are an important factor in the choice of your holiday, should be indicated in writing at the time of booking. We will pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines, but we recommend that you check directly with the airline once your tickets have been issued. The Company will try to arrange for special requests to be met, but cannot guarantee that they will be, nor will the Company be liable if any special request is not met. The provision of any special request does not constitute a term of your contract with us, unless we have confirmed in writing that your requirement will be met. Most hotels allow check-in to take place during the mid-afternoon. Should you wish to have a guaranteed room ready for your immediate check-in upon arrival, it can be arranged for an additional charge. Please ask the Company for details and prices. Upgrades are typically available on request at individual hotels for an additional cost.

(e) On receipt of your correct deposit we will book your arrangements and issue a Confirmation Invoice. A Contract will come into existence on the date on which we issue a Confirmation Invoice. If your confirmed arrangements include a flight, we (or if you booked via an authorised agent of ours, that agent) will also issue you with an ATOL Certificate.

(f) It is important for you to check the details on the Confirmation Invoice and ATOL Certificate where applicable and as soon as you get it, as these set out the services we have agreed to provide. In the event of any discrepancy please contact us immediately. If you arrange your holiday directly with the Company, all correspondence and other communications will be sent to the address of the person who made the initial payment unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

(g) If your booking is made through a Travel Advisor, the Company will address all communications to that Travel Advisor, who will act as agent for you in regard to all communications from us to you. All monies paid by you to a Travel Advisor under or in contemplation of this contract will be held by the Travel Advisor for the Company until such monies are forwarded to the Company. Any money paid to a Travel Advisor in respect of a booking covered by the Company's ATOL is held by that Travel Advisor on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail financially. If we do fail financially, any money held at that time by the agent or subsequently accepted from you by the agent is and continues to be held by that agent on behalf of the Company and for the benefit of the Trustees of the Air Travel Trust. without any obligation to pay that money to the Company.

(h) Final payment of the cost of your arrangements is due 90 days prior to departure for all Luxury Small Group Journeys and Family Journeys and related extensions. For all Luxury Expedition Cruises, Private Estates, Wings Over the World Journeys (including Europe), Limited Edition Small Group Journeys, Private Journeys and Select Journeys, final payment is due 120 days prior to departure. For all Wings Over the World Journeys (excluding Europe), final payment is due 180 days prior to departure. If your reservation is made within this period (within 90, 120 or 180 days of departure as applicable), the entire cost of the trip must be paid at the time of the request in order to secure your Booking. If it is not paid in time, we reserve the right to treat your Booking as cancelled by you in which case the cancellation charges set out in clause 2 below will become payable by you.

2. AMENDMENTS & CANCELLATION

(a) Amendments by you

The Company will make every effort to assist you if you wish to alter your arrangements, but it may not always be possible. Requests for an amendment must be in writing and signed by the Guest who made the initial payment. If it is possible to make the amendment, it will be subject to an amendment charge of £50 per person, together with all communication charges or other expenses incurred by the Company as a result

of the change (including additional supplier costs). These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Scheduled airlines normally regard name changes as a cancellation and rebooking, and any alteration may incur a 100% cancellation charge in respect of the air fare. Please note that save for the transfer of a Booking, it will not be possible to make changes within 28 days of your departure date. Your request may be treated as a cancellation and re-booking and the normal cancellation charges detailed in clause 2(c) below will apply dependent upon the conditions imposed by our suppliers.

(b) Transfer of booking

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than seven days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer (including additional supplier costs); and
- d. the transferee agrees to these Terms and all other terms of the Contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 2(c) will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

(c) Cancellation by you

All cancellation requests must be made in writing from the Guest who made the initial payment. Cancellations are effective on the day they are received by the Company. Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable depending upon the number of days prior to departure the Company receives your notice of cancellation.

Luxury Expedition Cruises and related extensions and Select Journeys

Written advice of cancellation received	
Days prior to departure	% of total holiday cost
121 days or more	Loss of Deposit
120-91 days	25% of total holiday cost
90-61 days	50% of total holiday cost
60-0 days	100% of total holiday cost

Luxury Small Group Journeys, Family Journeys and related extensions (except Select Journeys as listed above)

Written advice of cancellation received	
Days prior to departure	% of total holiday cost
91 days or more	Loss of deposit
90-61 days	20% of total holiday cost
60-31 days	50% of total holiday cost
30-0 days	100% of total holiday cost

Wings Over the World Journeys (journeys that include European destinations)

Written advice of cancellation received

Days prior to departure	% of total holiday cost
181 days or more	10% of total holiday cost
180-121 days	25% of total holiday cost
120-91 days	50% of total holiday cost
90-0 days	100% of total holiday cost

Wings Over the World Journeys (journeys that do not include European destinations)

Written advice of cancellation received	
Days prior to departure	% of total holiday cost
211 days or more	10% of total holiday cost
210 – 181 days	25% of total holiday cost
180-121 days	50% of total holiday cost
120-0 days	100% of total holiday cost

Private Estates

Written advice of cancellation received	
Days prior to departure	% of total holiday cost
121 days or more	25% of total holiday cost
120-0 days	100% of total holiday cost

Private Journeys

Written advice of cancellation received	
Days prior to departure	% of total holiday cost
121 days or more	£500 per person
120 - 91 days	20% of total holiday cost
90 - 61 days	50% of total holiday cost
60-0 days	100% of total holiday cost

Limited Edition Small Group Journeys

Written advice of cancellation received	
Days prior to departure	% of total holiday cost
121 days or more	£1,250 per person
120 - 91 days	20% of total holiday cost
90 - 61 days	50% of total holiday cost
60-0 days	100% of total holiday cost

We will deduct the cancellation charge(s) from any monies you have already paid to us. Amendment charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

Please note that at certain times of year, for example peak season, or for certain products, for example some game lodges and cruises, stricter cancellation conditions may apply. Any such revised conditions will be notified to you prior to booking.

Partial Room Cancellation: Should one or more member of a party cancel or leave a journey, it may increase the per person price of those still travelling and you will be liable to pay this increase

CANCELLATION CHARGES FOR INTERNAL AIR

All internal air is 100% non-refundable at time of final payment (some exceptions may apply).

CANCELLATION CHARGES FOR EXTRA SERVICES

Additional hotel nights and other extra services booked in connection with Journeys are subject to specific cancellation penalties. These will be provided at the time of booking and noted on your Confirmation Invoice.

We strongly recommend that you secure adequate travel insurance as per clause 6 below.

Cancellation by you due to unavoidable & extraordinary circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination. For the purposes of this clause, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as pandemic, epidemic or the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

(d) Cutting your trip short

If you are forced to return home early, the Company cannot refund the cost of any travel arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, the Company will not offer you any refund for that part of your holiday not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment, and we suggest that any claim is made directly with them.

(e) Re-booking following a cancellation

Should you wish to cancel a holiday and re-book an alternative, this will be subject to the cancellation terms within these Terms. If the alternative booking requires a greater deposit than has already been paid (after deducting cancellation fees) then the balance between what is required as a deposit and any deposits sums already paid becomes due and payable by you immediately.

(f) Accuracy of information

We check the information which we provide about our holidays very carefully. However, tour, excursion or cruise itineraries may change as a result of local conditions. We reserve the right to modify program itineraries, including arranged sightseeing and featured experts, and substitute accommodations, including vessels, aircraft and trains, at any time due to unforeseen circumstances or circumstances beyond A&K's control. Reasonable efforts will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. Due to the nature of Luxury Expedition Cruises, itineraries are for guidance purposes only and may be adjusted due to unforeseen circumstances including but not limited to

weather, wildlife, ice, mechanical and other malfunctions, medical emergencies and other conditions beyond A&K's control at the sole discretion of the Captain on board. When we are told of any significant or long-term changes prior to your departure, we will always endeavour to advise you as soon as possible.

This clause 2 outlines the rights you have if you wish to cancel your Booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or any equivalent legislation.

(g) Amendments by the Company

Great care is taken to ensure that the description and prices given in our brochures and on our Website are accurate at the time of publication. However, changes can occur and the Company reserves the right to change any of the details in company literature, including prices, in which case the Company will advise you of any such change before accepting your Booking. After a Confirmation Invoice has been issued, the Company makes every effort to operate all holidays as advertised. We plan arrangements a long time in advance of your holiday using independent suppliers such as airlines, hotels, local transport operators and guides, over whom we have no direct control. In very rare circumstances, the Company may have to modify a holiday before you depart. Most of these changes are minor. If we make a minor change to your holiday, we will make reasonable efforts to inform you or your Travel Advisor as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard and changes of carriers.

We also deem certain Covid-19 related travel and destination requirements as minor changes in that we do not expect these changes to significantly affect the performance of the holiday or your overall holiday enjoyment. Such changes may include the requirement to wear face masks, make regular use of sanitising stations and maintain social distancing. Some changes may also affect the availability of certain services and facilities. We expect all Guests to adhere to the local and national guidance that is in force at the destination and whilst travelling to and from the destination..

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure: a change of flight time by more than 12 hours, a change of international airport (except between airports serving the same city), a change of destination or a change to a lower standard accommodation and/or price. If we have to make a significant change, we will tell you as soon as possible and if there is time to do so before departure and we will provide you with three options: (i) you may accept the modification; (ii) you may change your booking to another available and comparable holiday, or (iii) you may cancel and receive a full and prompt refund. If you choose another holiday which is cheaper, the Company will make the appropriate refund.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below if you do not accept the alternative arrangements we offer you and cancel your booking or if we cancel your booking and no alternative arrangements are available (except where we have been forced to cancel or make a significant change due to force majeure or low bookings). The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Compensation when Notification of Change is sent

Luxury Expedition Cruises and related extensions and Select Journeys

Days prior to departure	Compensation per person
121 days or more	Nil
120-91 days	£10
90-61 days	£20

60-0 days	£30
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Luxury Small Group Journeys, Family Journeys and related extensions (except Select Journeys as listed above)

Days prior to departure	Compensation per person
91 days or more	Nil
90-61 days	£10
60-31 days	£20
30-0 days	£30

Wings Over the World Journeys (journeys that include European destinations)

Days prior to departure	Compensation per person
181 days or more	Nil
180-121 days	£10
120-91 days	£20
90-0 days	£30

Wings Over the World Journeys (journeys that do not include European destinations)

Days prior to departure	Compensation per person
211 days or more	Nil
210 – 181 days	£10
180-121 days	£20
120-0 days	£30

Private Estates

Days prior to departure	Compensation per person
121 days or more	Nil
120-0 days	£10

Private Journeys

Days prior to departure	Compensation per person
121 days or more	Nil
120-91 days	£10
90-61 days	£20
60-0 days	£30

Limited Edition Small Group Journeys

Days prior to departure	Compensation per person
121 days or more	Nil
120-91 days	£10
90-61 days	£20
60-0 days	£30

***IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 90 days before departure (or 120 days in the case of Luxury Expedition Cruises, Private Estates, Wings Over the World Journeys (including Europe), Private Journeys, Limited Edition Small Group Journeys and related extensions and Select Journeys and 180 days in the case of any Wings Over the World Journeys (excluding Europe));
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 15).

If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, every effort will be made to provide suitable alternative arrangements, which will be made for you at no extra charge to you (save in the case of Force Majeure) or, alternatively, you will be returned to your point of departure and the Company will, where appropriate, pay compensation. No compensation is payable in the case of Force Majeure.

(h) Cancellation by the Company

We reserve the right in any circumstances to cancel your Booking for any reason. However, we will not cancel your holiday arrangements less than 90 days before your departure date (or 120 days in the case of Luxury Expedition Cruises and related extensions and Select Journeys or 180 days in the case of any Wings Over the World Journeys), except for reasons of force majeure or as a result of low bookings or failure by you to pay the final balance. If you fail to pay the balance of the holiday price at least 90 days before departure (or 120 days in the case of Luxury Expedition Cruises and related extensions and Select Journeys and 180 days in the case of Wings Over the World Journeys, the Company will treat your booking as cancelled and levy the cancellation charges set out in clause 2(c). If the Company is obliged to cancel your Booking in any other circumstances before departure, the Company will use its best endeavours to offer alternative arrangements of equivalent or very closely similar standard and price, if available; travel arrangements of a lower standard and a refund of the difference in price; or will give you a full and prompt refund of all monies paid. In addition, unless the cancellation has been caused by Force Majeure, failure by you to pay the final balance or low bookings, the Company will pay you compensation as set out in clause 2(g).

(j) Payment of refunds

If you are due a refund, the Company will return the amounts due to the same bank account or credit card that was used when the original payment was made and in the same currency that the Company originally received the funds.

(j) Abercrombie & Kent Guaranteed Departures

All Luxury Small Group Journeys, Luxury Expedition Cruises and related extensions and Wings Over the World Journeys are guaranteed to operate with a minimum of two (2) persons unless noted on the Itinerary.

Guaranteed departures will operate except in cases of Force Majeure, which could include any major world event adversely affecting international travel patterns. If only one person is booked, we will offer alternative dates at the same price. Hosted Journeys are subject to minimum numbers.

3. PRICE POLICY

(a) We reserve the right to alter the prices of any of the unsold holidays shown in our brochure or on our Website and correct errors in the prices of confirmed Bookings. You will be advised of the current price of the holiday that you wish to book before your Contract is confirmed.

(b) The Company is under no obligation to give a breakdown of the costs involved in a holiday.

(c) The Company reserves the right to notify you of an increase in the brochure or advertised price before accepting your Booking and prices may go up or down. While we do our utmost to avoid such a scenario, due to human or computer error there may on occasion be an incorrect price shown in a brochure or our Website. When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or within 7 days of the time of booking, or as soon as reasonably possible. We do have to reserve all our rights in a situation such as this which may include cancelling a Booking if the actual price applicable to the holiday is not acceptable to you. We will of course allow you to amend your Booking with us, if you so wish, to an alternative holiday at the correct price.

(d) We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- a. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b. the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- c. the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

(e) We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

(f) Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £50. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

(g) There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

4. RESPONSIBILITIES OF THE COMPANY

(a) The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards.

(b) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below, and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your Confirmation Invoice, ATOL Certificate and Final Itinerary. The descriptions, information and opinions given in our brochures or on the Website by the Company in respect of the airlines, hotels and other suppliers whose services are used are given in good faith, based on the latest information available at the time of printing. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your Confirmation Invoice.

(c) We will not be responsible or pay you compensation for any personal injury or death unless you are able to provide that it was caused by our negligence or the negligence of our suppliers.

(d) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense cost or other claim of any description if it results from:

- a. the acts and/or omissions of the person affected; or
- b. the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- c. Force Majeure (See clause 15)

(e) We limit the amount of compensation we may have to pay you if we are found liable for loss of and/or damage to any luggage or personal possessions and money. The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind. The maximum amount we will have to pay for any other claims which don't involve injury, illness or death is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your Booking.

(f) The extent of the Company's liability will in all cases be limited as if the Company were carriers under the appropriate conventions when it comes to claims in respect of international travel by air, sea and rail, or any stay in a hotel. International Conventions which apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by The Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne/Citify Convention 1961; and in respect of carriage by road, the Geneva Convention 1973. The terms of these conventions are incorporated into and form part of your contract with us. In respect of death or personal injury, the liability of an air carrier under the Montreal Convention and the Warsaw Convention is limited to damage sustained caused by an accident which takes place onboard the aircraft or in the course of any of the operations of embarking or disembarking. You can get copies of the relevant conventions if you ask us for them. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you. You agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

(g) In any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.

(h) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

(i) Subject to these Terms, if we or our suppliers negligently perform or arrange those services set out in the Confirmation Invoice and Final itinerary and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Terms and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us

(j) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaint's procedure set out in these conditions.

(k) Our suppliers (such as accommodation or transport providers) have their own terms and conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier, or request a copy by email.

(l) If we make any payment, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must co-operate fully with us in seeking recovery of any payment we make and any other assistance we may reasonably require.

(m) Operational decisions may be taken by air carriers and airports resulting in delays, diversions or rescheduling. The Company has no control over such decisions and is therefore unable to accept responsibility for them. Where, as a result of circumstances of force majeure we are obliged to change or end your holiday after departure, but before the end of your holiday, we will not pay compensation or reimburse you for expenses incurred. We strongly recommend you have adequate travel insurance for your holiday and should claim via your insurance company for any loss or damage to luggage and/or personal possessions. In the event that any claim is made directly with us, our liability to pay compensation and/or the amount of compensation will be limited in accordance with the conventions referred to in (f) above.

(n) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding 3-nights per person. If the circumstances continue beyond a 3-night period, our responsibility under this clause will cease and you will need to claim upon your travel insurance where you are able to do so. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as pandemic, epidemic or the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

(o) Please be aware that the Company accepts no responsibility or liability for any destination that imposes access restrictions or otherwise hinders peaceful enjoyment of destination services and facilities based upon race, gender or sexual preference. The Company will provide general information in line with its obligations, however, you accept that it is your responsibility to thoroughly research your intended destination to ensure that it satisfactorily meets your holiday needs and requirements

(p) The Company reserves the right to modify the programme itineraries, including arranged sightseeing and featured experts, and substitute accommodations, including vessels, aircraft and trains at any time due to unforeseen circumstances or circumstances beyond the Company's control. Reasonable efforts will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. Due to the nature of Luxury Expedition Cruises, itineraries are for guidance purposes only and may be adjusted due to unforeseen circumstances including weather, wildlife, ice, medical emergencies and other conditions beyond the Company's control at the sole discretion of the captain on board. Geoffrey Kent's participation in any particular holiday cannot be guaranteed; if Geoffrey Kent is unable to join due to unforeseen circumstances beyond the Company's control, the programme will continue to operate as planned

(q) Please note, the Company does not accept any liability for any damage, loss or expense or other sum of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you, if it relates to any business or if it is an indirect or consequential loss of any kind.

(r) 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 the Journeys

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

5. YOUR RESPONSIBILITIES

(a) Make yourself travel aware - Before making a Booking, please consult the travel advice produced by the government of your home jurisdiction, as well as that of the government who issued the passport and/or visa you intend to travel under. Also ensure you make yourself familiar with the Foreign, Commonwealth & Development Office advice on staying safe and healthy on your trip – www.gov.uk/travelaware. Advice can change, so always check regularly for the latest updates.

(b) If the Foreign, Commonwealth and Development Office advises that people should not visit a particular country, we will act on this advice.

(c) In the event of active government advice and warnings against travel to a specific destination or location(s) of a trip, should the traveller still choose to travel, notwithstanding such travel advisory or warning, the Guest assumes all risks of loss, personal injury, death or property damage from any event that may arise out of or associated with the travel advice or warnings given.

(d) It is important that you check the details on your Confirmation Invoice when you receive it. In the event of any discrepancy, you should contact the Company or your Travel Advisor.

(e) General information concerning passport, visa and health requirements applicable to UK Citizens is set out in our literature. However, such requirements are subject to change and you must check current requirements before

departure. Many countries require that passengers' passports are valid for at least six months after the completion of their journey, and/or contains blank pages (for visas). Please visit www.gov.uk/foreign-travel-advice for advice by country. Some destinations also require visas and additional documentation and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel. Further information is available from Visa Central (<http://visacentral.co.uk/>). You should also contact your medical advisor or a specialist vaccination centre for details of the measures you will need to take prior to departure. All children should travel on full passports. It is your responsibility to obtain all documents required for your holiday, including passports, visas, health certificates and international driving licenses, to ensure that these are in proper order and to take them with you. We recommend that if you are travelling with a child that does not share your surname, in order to minimise the possibility of disruption to your travel plans, you travel with documentation that proves your relationship to the child as well as documentation that proves you have permission to travel with them. The Company cannot be held responsible should you or any member of your travelling party be denied entry to a country and the Company does not accept any responsibility if you incur any other loss due to non-compliance with these requirements. Please consult the travel advice produced by the government of your home jurisdiction, as well as that of the government who issued the passport and/or visa you intend to travel under for further details. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa or immigration requirements. You agree to reimburse the Company in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

(f) Approximately 7 days before departure you will receive your flight tickets together with other information concerning your Booking. Please ensure that you check the names and flight timings on your tickets carefully and contact us immediately if you have any queries. The correct timings, using the 24-hour clock system, may have been adjusted since you received your Confirmation Invoice.

(g) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your Booking. The Company cannot accept responsibility for any delay which is due to force majeure or for Guests missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your Booking. No credit or refunds will be given for lost, mislaid or destroyed travel documents.

(h) Most people go on holiday for rest and relaxation, so if in our reasonable opinion or that of any airline pilot, hotel manager, tour leader, or other person in authority, your behavior is causing danger or damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your Booking immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions, together with all costs we incur in pursuing any claim against you. The Company cannot be held responsible for the actions or behavior of other guests or individuals who have no connection with your booking arrangements or with the Company.

(i) If you lose any personal items whilst on holiday, please obtain a written report from the police, to help with any insurance claim upon your return.

(j) You are responsible for the costs of any damage to the accommodation and/or any extra charges incurred with our suppliers during your holiday. Should you fail to make such payment at the time the charges and/or costs are incurred, you will be liable to reimburse us for these and you authorise the Company to automatically debit your credit card to the value instructed by the supplier for any such costs and/or charges.

6. INSURANCE

We cannot emphasise enough the importance of purchasing comprehensive travel insurance at the time of booking your holiday and, at the latest, prior to date of travel. This insurance should be commensurate to the value of your Booking, and cover cancellation and curtailment, all medical expenses including evacuation/repatriation, personal baggage, personal liability, death and permanent disability and travel document insurance. If you suffer from a disability or medical condition, you should disclose this to insurers. For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to scuba dive or undertake any other dangerous or sports activities. Please keep your insurance details with you whilst on holiday.

Special Requirement for Select Luxury Expedition Cruises

Due to the remote locations, The Company requires proof of a minimum emergency evacuation/repatriation insurance of \$100,000 per person for all Polar cruises. We require proof of coverage. Please note emergency evacuation insurance provides benefits for the costs associated with covered emergency evacuation and repatriation up to the limits of the respective plan; 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 the Company's control.

7. AIRLINES & OTHER SUPPLIERS

(a) As between you and the suppliers of the transport, accommodation and other components making up your Booking, the conditions of the supplier will apply. These conditions may be subject to international Conventions which limit and/or restrict the suppliers' liability. (Copies are available on request - please allow 28 days). Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from your airline. Reimbursement in these cases is the responsibility of the airline and will not automatically entitle you to refund of your holiday cost from the Company. Your rights to compensation from the Company is set out in clause 2(h). If your airline does not acknowledge your rights, you should complain to the Civil Aviation Authority at www.caa.co.uk/

(b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time and, in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed.

(c) As airlines regularly overbook, we recommend that you check in on-line as soon as you are notified by the airline that check-in is available or 24 hours before departure. If you do not check-in online or are unable to, we recommend that you arrive at the airport 3 hours prior to departure as airlines have been known to re-allocate seats in the event of late arrivals. The Company is unable to check you in and it is your responsibility to ensure that you are checked in within the appropriate time. The Company is not responsible or liable if you are downgraded an airline class as a result of the airline overbooking the class in which you are booked. Seat reservations are at the discretion of the airline and may be changed at any time without notice.

(d) The majority of airlines have introduced a total smoking ban on most or all of their flights. Please ask before booking if this information is important to you.

(e) Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/> detailing air carriers that are subject to an operating

ban within the UK.

(f) Some activities carry inherent risks and if you are participating in such activities, you may be asked to sign an additional form by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel equipment otherwise offered free.

8. EXCURSIONS

Please note that when you book an excursion locally you contract with the local supplier providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local supplier and subject to the local supplier's terms and conditions. The Company will, at its discretion offer advice, guidance and assistance if you or any member of your party suffer death, illness or injury arising out of an activity which does not form part of your holiday with the Company, or an excursion arranged locally.

9. ILLNESS AND DISABILITY, ACTIVE ELEMENTS AND FITNESS TO TRAVEL

If you or any member of your party suffer from a disability or other medical condition, please tell us before you book. The Company is happy to give you advice and to try to assist you in choosing a holiday that will meet your requirements. Air travel can cause problems for some people with circulatory or bronchial problems, such as deep vein thrombosis. It is inadvisable for anyone with high blood pressure or respiratory problems to visit high altitudes. You should consult your doctor for advice before you book and in good time before your departure.

The suppliers of some activities on Journeys may require a minimum age or minimum/maximum height or weight to participate. Some active elements have been incorporated into select itineraries. To enjoy the Journeys as intended, a minimum level of fitness is required.

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

The Company 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 journey and/or could create a hazard to himself or herself or to other members of the group. Specific journeys have conditions that may require a guest produce a doctor's certificate to the Company prior to travel. The Company will make reasonable efforts to accommodate a disability-related request for accommodation. However, if the Company, in its sole discretion, is unable to properly accommodate the need of the person(s) concerned or believes that health and safety may be compromised, the Company reserves the right to refuse participation. A&K also reserves the right to remove from the trip, at the guest's own expense, anyone whose physical condition or conduct negatively impacts.

Due to the physically demanding nature of some of our trips, such as our Inca Trail hikes and our Kilimanjaro climbs, we may require you and each of the Guests named on your Booking to complete a medical waiver form. If completion of the form is a requirement for the Journey you are interested in, you will be informed at the time that you make your enquiries with us and you will be sent the relevant form at the time of booking. The form must be returned by us by the date your final balance is due and we reserve the

right to terminate your Booking where you fail to return the completed form for each Guest named on the Booking by that date. If we have any concerns about the ability of a Guest to partake in a Journey as a result of the answers submitted in the medical waiver form, we will discuss that with the affected Guest and may need to terminate the Booking.

10. IF YOU HAVE A PROBLEM

If you are unhappy with any aspect of the Company's arrangements while you are on holiday, you must address your complaint immediately to the Company's local representative (or, if none, to the Company by contacting the Duty Manager on +44 207 998 4141) and to the management of the hotel or other supplier whose services are involved. They will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive ideally within 30 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this Contract.

11. GOVERNING LAW

These Terms and any matters arising from them are governed in all respects by the laws of England and Wales. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

12. DESCRIPTIONS

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

13. FINANCIAL PROTECTION

We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 2881, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom for a flight inclusive package.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought (at no extra cost to you). You agree to accept that in the event of our insolvency, ABTA may arrange for the travel services you have booked to continue, or for a suitable alternative to be provided at the same cost of your original booking. You also agree to accept that in circumstances where the travel services supplier provides the services you have booked, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the Travel Advisor (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

When you buy a package holiday that doesn't include a flight, protection is provided by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk.

The Company is a member of [ABTA](#) (number V6398) and holds an ATOL Licence (number 2881) issued by the Civil Aviation Authority. We are obliged to maintain a high standard of service to you by [ABTA's Code of Conduct](#). For further information about ABTA, The Code of Conduct and the arbitration scheme available to you, or if you have a complaint, contact ABTA, 30 Park Street, London SE1 9EQ. Tel: 0203 117 0500 or www.abta.com. For further information, visit www.abta.com.

14. PROMPT ASSISTANCE

If whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Terms, we will not be liable for any costs, fees or charges you incur in the above circumstances if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

15. FORCE MAJEURE

Except where otherwise expressly stated in these Terms we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Terms, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as pandemics, epidemics or the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, ice conditions in oceans and level of water in rivers; the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure,

natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier concerned' control.

16. PUBLIC HEALTH: COMMUNICABLE OR INFECTIOUS DISEASES

“Communicable Disease” or means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. “Infectious Disease” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. Guest agrees, understands, and acknowledges, that an inherent risk of exposure to Communicable and Infectious Diseases such as, for example, COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, “COVID-19”), exists in any public place where people are present, including a cruise ship. Extremely contagious Communicable Diseases can lead to severe illness and death. No precautions can eliminate the risk of exposure to them, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention (“CDC”), older adults (people 65 years and older) and people of any age who have underlying medical conditions are at higher risk for severe illness and death from COVID-19. Relevant public health authorities, including but not limited to the CDC and others worldwide, are referred to herein as “Public Health Authorities.” You acknowledge that the risk of exposure to Communicable or Infectious Disease, such as COVID-19, includes the risk that you will expose others that you encounter, even if you are not experiencing or displaying any symptoms of illness.

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

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

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

Guest is solely responsible for obtaining current travel advisories, warnings and requirements by contacting your Travel Advisor, and applicable embassies and consulates worldwide. For further information we suggest you visit <https://www.gov.uk/foreign-travel-advice> and search for the

country(s) you are planning to travel to, as well as the website and/or terms and conditions of your specific travel arrangements. In the event of an active government agency travel warning against travel to the specific destination location(s) of the Journey, should the Guest still choose to travel, notwithstanding any travel advisory, 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.

17. PREGNANCY

Some of our activities may not be appropriate for an individual that is pregnant. Please inform us at the time of making your Booking if you are pregnant so that we can advise you of the suitability of the Tour you wish to book. If you become pregnant after the date of Booking, please inform us as soon as possible. We will always seek to accommodate an individual that is pregnant and will liaise with our suppliers to try to source appropriate alternative activities wherever possible. Acting reasonably, but in our sole discretion, if we are unable to properly accommodate the needs of the person(s) concerned due to their pregnancy, we will not confirm your Booking. If you did not give us details at the time of Booking or you become pregnant after Booking and we are not able to properly accommodate the needs of the person(s) concerned, we reserve the right to amend or cancel the Booking. We will only ever take such action where we reasonably believe there's a risk to your health and safety if the service was provided to you. For Luxury Expedition Cruise Journeys, due to ship restrictions, women who will be twelve (12) weeks pregnant at the start of the cruise or any time during the sailing are not permitted to travel. We cannot accept any liability if we are not told about any mobility/medical issues before travel.

18. MINOR POLICY

Unless otherwise indicated herein, for luxury Small Group Journeys and Wings over the World Journeys, the minimum age to participate in a Journey is ten (10) years old and all children under age 18 must be accompanied by an adult. The following trip specific minimum age requirements apply:

Luxury Expedition Cruise Journeys:	7 years old
North Pole Expedition Cruise: The Ultimate Frontier:	8 years old
Private Estates, and Private Journeys:	no minimum age unless noted

Some activities contained within an itinerary may have a different age restriction than the overall minimum age requirement and some of our activities may not be appropriate for Minors. Details will be provided at the time of booking. Note that some accommodations require that children below a certain age share a room with an adult. Acting reasonably, but in our sole discretion, if we are unable to properly accommodate the needs of a Minor, we will not confirm your Booking or a particular activity as part of your Booking. If you did not give us details at the time of Booking or you add a Minor as a Guest after Booking and we are not able to properly accommodate the needs of the Minor(s) concerned, we reserve the right to amend or cancel the Booking

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

19. AIR TRANSPORTATION

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 not included and must be purchased from A&K. In the instance where charter flights are used and seating is limited, A&K reserves the right to substitute and confirm air reservations on an available alternative scheduled air flight. All internal air is based on economy class seating and is 100% non-refundable at time of final payment (some exceptions may apply). All international air quotes are subject to change until final payment has been received by A&K. Flight confirmation is based on availability. Air reservations cannot be confirmed until a passport copy is received by A&K.

All air carriers are independent contractors and are not owned, managed, controlled or operated by A&K.

Your airline ticket constitutes a contract between yourself and the airlines (and not A&K) based on their terms and conditions, even if purchased through A&K. A&K shall not be liable and does not assume responsibility for, or accept claims with regard to, seat assignments, schedule changes, insufficient travel documentation, flight changes and/or cancellations. Should you change or cancel your air transportation arrangements before or after your travel begins, all airline change and cancellation fees will apply.

20. BAGGAGE

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

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

21. A&K MOBILE APP

We may provide information for your journey via a web platform and an A&K mobile app (the "App"). The use of the App is merely intended to offer an interactive option to view your itinerary and other related information. Once downloaded, you are subject to the A&K privacy policy and terms of use as found in the App. You are responsible if you provide access or use of the App to any members of your traveling party.

22. PHOTOGRAPHY DURING TRAVEL

A&K may take photographs and video of Guests during the operation of any Journey or part thereof and to use, re-use, publish, and republish their image, identity likeness, voice, interview, statements, video clips and sound recordings, and/or photographic portraits or pictures in which Guest(s) may be included (an "Image"), for promotional purposes during the Journey and thereafter. You will be asked to provide your explicit consent for this before travel and on behalf of all passengers, including Minors. By booking a Journey with A&K, Guests acknowledge that A&K is the owner of the photographs and video and agree to allow their Image to be used in such photographs and videos, which may thereafter, be used by A&K. Guests who prefer that their images not be used must (1) decline authorization on the pre- departure passenger form and (2) identify themselves to their Resident Tour Director at the beginning of their Journey; and (3) notify their A&K Travel Consultant by email, not later than thirty (30) days following the end of the Guest's Journey.

23. ABTA

We are a Member of ABTA, membership number V6398/72314. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

24. PRIVATE ESTATES DAMAGES

Where a Guest books a Private Estate, the Guest will be responsible for any damages to the property (including any property within it or any gardens) that occur during their stay whether caused by willful or accidental damage by any members of Guest's party. As a condition of your Booking we shall also require details of a credit card in the Guest's name at the time of final payment. Prior to commencement of the Journey, we will carry out a pre-authorization check to ensure that the credit card details are valid. We shall hold such details securely on file until the Booking is complete and we have confirmation that no damages have been incurred. This is to protect against the cost of any damage or loss caused by willful or accidental damage by members of the party that may occur during your stay. By making a booking and supplying your credit card details, you authorize us to take payment of up to £2,500 to cover the cost of any damages. It is essential that you reconcile any damages or extra costs incurred with us prior to departure from the property, as you authorize the Company to automatically debit your card to the value of such damages up to £2,500. For damages in excess of £2,500, Guest will be notified of the amount and shall be responsible for making payment of any excess upon demand.

WHAT YOUR HOLIDAY PRICE INCLUDES

- All accommodation, meals and fully guided sightseeing as noted in the itinerary
- Park and entrance fees
- Coffee/tea/soft drinks/water at included meals
- local bottled water during sightseeing; portorage of up to two (2) pieces of baggage per person; Please note should your journey include internal/domestic or charter flights, your luggage may be less than 2 pieces of baggage and weight/size restrictions and additional costs may apply.
- Complimentary Internet access (where available on cruises and at land accommodations excluding Limited Edition Small Group Journeys; service levels are not guaranteed);
- Hotel taxes
- Internal airfare where indicated

Luxury Small Group Journeys, Family Journeys and Wings Over the World Additional Inclusions

Private airport transfers regardless of day of arrival and departure. The Company's Travelling Bell Boy Service is provided; however, because of security regulations, this service may be limited at airports, rail stations and points of embarkation for cruises. The Company's Traveller's Valet includes laundry service for eight (8) pieces per person once during journey (excludes Pre- and Post-Tour extensions. Dry cleaning is not included. A&K's Breakfast in Bed service is included on select days up to two times per journey (2024 only; limitations may apply for safari journeys). Gratuities throughout, except to any Tour Director/Extension guide/safari driver-guides

Luxury Expedition Cruises Additional Inclusions

Airport transfers to/from hotel/ship in the first/last published city (transfers may be shared and included on start and end dates only). Complimentary standard bar drinks, beer, house wine, soft drinks, coffee, juices and water (excluding premium wines ,champagnes and spirits) while on board; complimentary local beer and wine for included meals on shore; local bottled water during sightseeing, complimentary room service on board; all shore excursions and full lecture programme while on board; The Company's Traveler's Valet laundry service for eight (8) pieces per person once during cruise only (dry cleaning excluded); services of the Company Expedition Team and local guides; gratuities for the ship's crew and the Company Expedition Team and Pre and Post-Tour guides; a complimentary expedition parka and backpack and use of waterproof boots, trousers and trekking poles provided on board for all polar cruises.

Africa Journeys Additional Inclusions

Safari duffel on journeys in East and Southern Africa. Porters on Climb Kilimanjaro and Uganda Gorilla trekking programs. Medical evacuation service, when available, including air transportation to medical care facilities, is included within Kenya, Tanzania, Botswana, Zambia and Zimbabwe. Hospitalisation and medical expenses are solely at the responsibility of the guest.

Private Estates Additional Inclusions:

A dedicated local host to serve as a concierge for the length of stay; meet-and-greet arrival service at the airport; private airport transfers; welcome and farewell dinners at the villa, prepared by a local chef; continental breakfast served daily at the villa; wine-tasting at the villa with a sommelier; one cooking class with a local chef at the villa; one 60-minute photography session with a professional photographer at the villa; pre-arrival grocery fulfillment (excludes cost of groceries); daily housekeeping; a case of Tuscan wine delivered to the villa.

Private Journey Additional Inclusions:

Private sightseeing (except for shared excursions from safari camps/lodges, cruise vessels and trains or other exceptions), as noted in the itinerary; private arrival and departure transfers.

Limited Edition Small Group Journeys Additional Inclusions:

Private airport transfers regardless of day of arrival and departure; local wine and beer at all designated lunches and dinners; all gratuities throughout inclusive of the Resident Tour Director.

YOUR HOLIDAY PRICE DOES NOT INCLUDE

- International Flights (to the journey starting point and from the ending point) are not included in programme pricing – where flights are included (as specified in the itinerary) they will be economy class air travel unless otherwise specified and will be 100% non-refundable at the time of final payment. (World Traveller Plus, Business and First-Class travel supplements available).

- United Kingdom Passenger Duty - Included where levied in connection with flights booked by the Company
- Free Baggage Allowance - Full details will be supplied with your itinerary. Normally on Intercontinental flights, Economy Class passengers are allowed 20kg of luggage, 30kg per person in Business Class and 40kg per person in First Class
- Normal Local Flight Baggage Restrictions - Some of our arrangements utilise local domestic airlines and charter flights operating small aircraft with restrictions on baggage allowance. Full details will be supplied with your itinerary
- Passport or Visa costs, Portage & Holiday Insurance
- Overseas Departure Taxes - Where these are levied and payable locally by the client
- Sightseeing Tours - Except where specified in the itinerary
- Personal Expenditure - On such items as drinks, laundry, room service, telephone calls etc., and any related tax and service charge
- Excess baggage charges
- Gratuities to the Abercrombie & Kent Tour Director/Extension guide/safari driver-guides
- Meals other than those specified in the itinerary
- Beverages other than those noted in inclusions above or specified in the itinerary
- Sightseeing not included in the published itinerary
- Optional activities (which are subject to availability)
- Government Levies or Taxes - Any Government levies or taxes introduced after the publication of company literature
- Communication Charge, internet access

Private Journey and Private Estates:

All gratuities; any meals for your guide if you invite him/her to dine with you.

Private Estates Additional Exclusions:

Groceries; additional optional touring.

PART 1 General

KEY RIGHTS UNDER THE PACKAGE TRAVEL

AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore you will benefit from all EU rights applying to the package. Abercrombie & Kent Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Abercrombie & Kent Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

PART 2 Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Abercrombie & Kent Limited has taken out insolvency protection for flight-inclusive packages sold to residents of the United Kingdom by way of an Air Travel Organiser's Licence number 2881, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk and for non-flight packages protection by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk. Travellers may contact this

entity or, where applicable, the competent authority if services are denied because of Abercrombie & Kent Limited's insolvency.

PART 3 The Package Travel and Linked Travel Arrangements Regulations 2018

You can find a copy of The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/uksi/2018/634/contents/made>).