



Booking Terms and Conditions



KoTrek Limited Booking Terms and Conditions – International

Thank you for booking and/or travelling on a KoTrek tour with KoTrek Limited. These Terms and Conditions apply to any travel products and/or services you have booked with or purchased from KoTrek, and govern the contractual relationship between you and KoTrek with respect to any such travel products and/or services (hereinafter, the “Products”). Please read these Terms carefully as by booking any Product with KoTrek, or by travelling on a KoTrek tour or Product you acknowledge that you:

- i) have read and understand these Terms, and
- ii) indicate your express acceptance of and agree to be bound by these Terms. If you have confirmed a booking on any Products with more than one client named and booked on such booking, you shall be deemed to have accepted these Terms and Conditions (the “Terms”) on behalf of all clients named in the booking (including minors and those under a disability) and travelling on or otherwise participating in any Products (hereinafter “you”, the “Client(s)”), and by such travel or participation all passengers indicate their assent to these Terms. The client who confirmed the booking is deemed to be the designated contact person for all other clients named in such booking. These Terms constitute the entire agreement between the Client and KoTrek with respect to the subject matter thereof and supersedes all prior agreements, representations and understandings of the parties, written or oral.

1. THE BOOKING CONTRACT

A booking is confirmed and these Terms shall apply when KoTrek, or an authorized agent acting on KoTrek’s behalf, have received the applicable deposit from the Client and the Client has received written confirmation from KoTrek of such booking. The Client confirming the booking must be no less than 18 years of age and agrees to provide full, complete and accurate information as requested by KoTrek to confirm such booking. Any Client confirming a booking on any Products with more than one Client named and booked on such booking represents and warrants to KoTrek that:

- i) they have all requisite consents and authority to make such booking on behalf of all other Clients named on the booking, and have communicated all necessary information to the other Clients in order for them to give free and fully informed authorization to do so;
- ii) the information that they are providing regarding all clients is complete and accurate, and they have obtained all necessary consents and permissions to share such information with KoTrek for the purposes of completing the booking; and
- iii) they will inform all other named Clients on the relevant booking of the applicability of these Terms to the booking and the Clients’ relationship with KoTrek.



At any time before a booking is confirmed, KoTrek reserves the right to increase or decrease advertised prices of any Products. KoTrek or their agents reserve the right to decline any booking, in their sole discretion.

2. MEDICAL FORM

All Clients are obligated to review the KoTrek Medical Information form, as provided by KoTrek. If you have difficulty completing the Medical Form or are unsure about how to respond to any of the questions, please have the form reviewed by a competent medical practitioner. KoTrek cannot offer advice of a medical nature. If a Client indicates on the Medical Form that they have any pre-existing medical conditions (as defined on the Medical Form), that Client must return a Medical Form, duly signed by a licensed, competent and practicing physician, to KoTrek prior to or in conjunction with that Client's final payment in respect of the applicable booking. The Client acknowledges that they understand that the honest completion of the Medical Form is critical, partially because the destinations visited on KoTrek's Products may be remote, isolated, and far removed from medical care facilities, or may not have facilities of the standard the Client is accustomed to in their home country. The Client therefore agrees to complete the medical form honestly, accurately and represents and warrants to KoTrek that they will disclose all medical history and information accurately and fully. KoTrek will review the information submitted, and will maintain the information in strict confidence. KoTrek reserve the right to request proof or further information or professional medical opinions in certain instances where it is deemed in the best interests of the Client or necessary for the safe operation of the Products. In the event there is a dispute between KoTrek and the Client in regard to the Client's physical or mental suitability for a trip, the matter will be referred to a medical professional at the Client's sole expense. KoTrek reserves the right to deny any Client permission to travel or participate in a Product where KoTrek, acting reasonably, deems necessary with regard to the health and safety of the booking Client, any other Clients travelling with KoTrek, or KoTrek staff or representatives, and may use information provided in the Medical Form, expert opinions, and other information in formulating such decision. KoTrek will provide a written explanation for any such decision upon request from the Client. In the event the Client has made a booking with KoTrek and subsequently is unable to complete the required medical form for any reason by the deadline indicated above, KoTrek reserves the right to treat such Client's booking as cancelled, and all applicable cancellation fees shall apply.



3. MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS

All Clients should consult their physician regarding their fitness for travel, and adventure travel in particular. KoTrek encourages all Clients to seek their physician's advice regarding necessary or advisable vaccinations, medical precautions, or other medical concerns regarding the entirety of the Client's travel with KoTrek. KoTrek does not provide medical advice. In addition to the obligation to review, and if applicable, complete the Medical Form described above, Clients must notify KoTrek in writing prior to the due date of their final payment for their booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may impact the Client's fitness to travel, and/or any continuing medical condition. Full disclosure of such information is a condition of traveling on any Product or in any capacity with KoTrek. Certain Products may not be suitable for all people due to restrictions posed by limitations in mobility, physical or cognitive disability, pregnancy or various other physical or mental conditions. It is the Client's responsibility to assess the risks and requirements of each Product in light of such Client's limitations, physical and mental fitness and condition, and any medical requirements or issues of such Client. Adventure travel, as offered by KoTrek, by its nature involves visiting remote or less developed regions, where medical facilities may not meet the standards of those found in a Client's home country. The condition of medical facilities in the countries in which KoTrek operates varies and KoTrek makes no representations and gives no warranties in relation to the standard of such facilities or medical treatment in those regions. KoTrek will endeavor to accommodate the special requests of Clients, such as dietary and accommodation requests, but such requests do not form part of these Terms or the contract between Client and KoTrek and KoTrek is not liable for any failure to accommodate or fulfill such requests.

4. DEPOSITS

(a) Tours and Independent Tours: At time of booking any Product a non-refundable deposit of AUD\$500 per person per tour is due from the Client to KoTrek. If the booking is made 60 days or less prior to departure, full payment is due at the time of booking. The non-refundable deposit and signed Medical Form, if applicable, should be sent to KoTrek or to the authorized Agent through whom the Client has booked, depending on the original form of booking.



5. FINAL PAYMENT/ACCEPTANCE OF BOOKING/CLIENT DETAILS

Tours and Tailor Made Tours:

(a) Final Payment: Clients should refer to the confirmation invoice sent by KoTrek and/or its authorized agent and/or their applicable confirmation email for details regarding final payment for any Products booked. Payment of the balance of the price for any Product is due 30 days before the departure date of the first Product to depart (of the Products included in such booking). If full payment is not received by such due date, KoTrek may change the rate payable for the Product, or may treat the booking of such Product as cancelled and shall retain the deposit paid on booking as a cancellation fee, at KoTrek's sole discretion. If a Product is booked less than 30 days before the departure date of the first Product to depart (of the Products included in such booking) then the full amount is payable at the time of booking in order for the booking to be confirmed. If, for any Product, payment terms differ from those outlined in this section, the applicable terms will be communicated to the Client prior to booking and shall also be detailed on the applicable invoice.

(b) Client Details: As a condition to valid confirmation of any booking with KoTrek the Client must provide all necessary information as requested by KoTrek along with their final payment. If the Client fails to provide such information prior to 30 days before the departure of the purchased Product, an Administrative Fee may be charged to the Client, and KoTrek reserves the right to treat such booking as cancelled and levy any cancellation fees deemed reasonable by KoTrek, in its sole discretion. The information required from each Client will vary tour by Product purchased, and the requirements will be communicated to the Clients, or to KoTrek's authorized agent, during the booking process.

(c) Credit Card Charges: KoTrek is not responsible for any charges levied or charged by third parties and/or financial institutions and payable by the Client as a result of credit card or other payment transactions in connection with the purchase of Products and will not refund or return any fees charged by such third parties in connection with payments made by Clients to KoTrek.



6. CANCELLATION BY THE CLIENT

Any cancellation of a booking and/or a Product by a Client must be delivered to KoTrek in writing and be acknowledged by KoTrek in writing. The applicable cancellation fees shall be determined with reference to the date on which the request to cancel is received by KoTrek or its Agents and are expressed hereinafter as a percentage of the total price paid for the cancelled Product, excluding any insurance products.

(a) Cancellation for Tour Product and Independent Tour Product:

- i) Cancellation received 30 days or more before departure of first Product to depart in relevant booking: Deposit shall be held by KoTrek in accordance with the terms hereof, the remainder of the payments made by the Client to KoTrek in respect of the cancelled Product shall be refunded to the Client.
- ii) Cancellation received 29-14 days before departure of first Product to depart in relevant booking: Deposit shall be held by KoTrek in accordance with the terms hereof, an amount equal to 50% of the remainder of the payments made by the Client to KoTrek in respect of the cancelled Product shall be refunded to the Client.
- iii) Cancellation less than 14 days before departure of first Product to depart in relevant booking: Deposit shall be held by KoTrek in accordance with the terms hereof, and no further refund shall be payable to the Client.

7. CANCELLATION OF A TOUR BY KOTREK

KoTrek will not cancel a booking on any Tour Product once confirmed, in accordance with these Terms, except for reasons of 'Force Majeure', which shall be defined as unusual or unforeseen circumstances outside of the reasonable control of KoTrek. When a tour is cancelled by KoTrek before the agreed date of departure for reasons not arising from the fault or negligence of or within the reasonable control of the Client, the Client shall have the choice of:

- (i) accepting from KoTrek a substitute tour Product of equivalent or superior value, where such substitute is reasonably available; or
- (ii) accepting from KoTrek a substitute tour of lower value if no tour of equivalent or superior value is reasonably available, and to recover from KoTrek the difference in price between the price of the tour originally purchased and that of the substitute tour; or
- (iii) accept from KoTrek a full refund of all monies paid for the cancelled tour Product(s).



KoTrek is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the cancelled booking such as visas, vaccinations, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. KoTrek reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where after departure a significant element of the Product(s) as described cannot be provided, KoTrek will make suitable alternative arrangements for the continuation of the trip Product(s). If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, KoTrek will provide the Client a refund of unused Products or Product portions.

8. UNUSED SERVICES

Neither KoTrek nor its authorized agents shall offer or pay any discounts or refunds for missed or unused services which were missed or unused by the Client due to no fault of Kotrek, its agents, or representatives, which shall include any termination of the Client's participation in the tour Product due to the Client's own fault, negligence or breach of these Terms.

9. PRICES, SURCHARGES AND TAXES

Due to the nature of Adventure travel and the prices of the resources on which it depends, the published price of any Product is subject to change at any time, before or after booking confirmation, up to 30 days before the departure of such Product. After a Confirmation Invoice has been issued by KoTrek to the Client, KoTrek reserves the right to impose surcharges on any Product(s), but only for reasons arising from increases in transportation costs, fuel costs, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airport charges, local operator costs, currency and exchange fluctuations, increases in taxes, or government action which impacts the price of the applicable Product(s), but only where the increase in question is greater than 2% of the original price paid for the Product (excluding add-ons, insurance, and taxes). KoTrek shall provide notice to the affected Client as soon as reasonably possible upon learning of the necessity to impose a surcharge in accordance with this section.



Where the increase in price is greater than 7% of the price of the applicable Product, upon receiving notification from KoTrek the affected Client(s) may elect to either:

- (i) cancel the applicable Product booking without incurring any penalty; or
- (ii) accept the change of price.

The Client must notify KoTrek of their election within 14 days of receipt of notice of the increase, or they shall have been deemed to have accepted the price change and have accepted liability for payment of the increase.

10. VALIDITY

The prices of Products advertised in KoTrek's brochures and on the KoTrek website are based on costs in effect at time of printing the brochure or posting to the website. KoTrek reserves the right to alter prices of any Product at any time prior to receipt of payment in full for such Product. All dates, itineraries and prices are indicative only and the price quoted at the time of Booking shall be the applicable price, subject to the surcharges that may be levied in accordance with Section 9, above. Changes, revisions, or other amendments may be made to the particulars contained in any KoTrek brochure or on the KoTrek website before a contract is concluded, and such changes, revisions or amendments shall be incorporated herein as of the date of such amendment.

11. FLEXIBILITY

The Client acknowledges by booking a Product and/or agreeing to travel with KoTrek that the nature of this type of travel requires considerable flexibility and acknowledges that they will permit reasonable alterations to the Product and/or itinerary by KoTrek. The Client acknowledges their understanding that the route, schedules, itineraries, amenities and mode of transport may be subject to change without prior notice due to circumstances or events, which may include sickness or mechanical breakdown, incidents in the location where the Product will be operated, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances which are beyond the reasonable control of KoTrek.



12. CHANGES

(a) Changes made by KoTrek: While KoTrek will endeavor to operate all Products as advertised, reasonable changes in the itinerary of any Product may be made where deemed necessary or advisable for operational reasons by KoTrek, in its' sole discretion. If KoTrek makes a Material Change (defined as a change affecting at least one in three full tour days of the itinerary, or which materially affects the character of the Product in its entirety) to any Product, KoTrek will inform the Client(s) booked on such Product of any Material Change as soon as reasonably possible, provided that there is sufficient time before departure to properly notify all affected Clients. If a Material Change is made more than 14 days prior to departure, the affected Client may elect to:

- i) accept the Material Change and proceeding with the amended Tour Package Product;
- ii) book another Tour Package Product of equivalent or greater value, if available (Client shall be responsible for paying any difference in price between the amended Product and the Product booked in its place);
- iii) book another Tour Package Product of a lower value, if available, with a refund payable to the Client of the difference in price; or
- iv) cancel and receive a full refund of all monies paid in respect of the land-only portion of the applicable Product (and for clarity, this shall not extend to additional Products booked by the same Client which are not subject to any Material Change).

The affected Client must notify KoTrek of their decision in writing or via their travel agent within 7 days of receiving the notification of alteration, or they shall have been deemed to accept the Material Change and deemed to have agreed to the amended Product itinerary.

If any Material Change arises from reasons of Force Majeure, as hereinafter defined, the Client shall be entitled to recover only the costs of the Product recoverable by KoTrek.

Once a Product tour has departed, changes to such Product's itinerary may be necessary or advisable as a result of unforeseen circumstances or other reasons related to effective Product operation, health, safety, Client enjoyment, or Client comfort. Any such changes are at the discretion of the KoTrek Tour Leader and any indirect costs incurred as a result will be the responsibility of the Client. The Client acknowledges that they must have reasonable financial resources to cover incidental expenses on every Product on which they travel, whether or not they arise from a change in the itinerary or from the travel itself, and that KoTrek shall not be liable for any Client's failure to prepare adequately for their travel and unforeseen circumstances which may arise during such travel.



KoTrek will not be liable for any indirect and or consequential losses associated with any changes to a Product's itinerary.

(b) Changes made by the Client: Client may contact KoTrek directly by telephone, or their booking agent, to correct any errors in Client's personal information recorded on their booking. Client is responsible for ensuring that information provided to KoTrek in making their booking is accurate, up-to-date, and correct. A transfer from one Product tour to another may only be made 60 days or more prior to departure of the applicable Product, and such transfer must be approved by KoTrek. If such a request is accepted by KoTrek, KoTrek reserves the right to charge up to the deposit amount of the first booked tour. Any request to transfer received less than 60 days, before departure will not be accepted. In this case the Client must cancel the Product booking in accordance with the cancellation terms herein and create a new booking for any other Products. The Client may only transfer a booking to a departure date in the same calendar year and may not transfer a booking to future calendar years. Any changes to the travelling Client's name on any Product booking are subject to KoTrek's approval and applicable Administrative Fees may apply, which will be payable by the Client.

(c) Other Changes: Any changes to a file will depend on availability and will be on a request basis and subject to KoTrek's approval. Any extra costs incurred for making the change will be charged to the Client along with an Administrative Fee. No changes are permitted to any booking within 10 days of departure of the first Product to depart under the applicable booking.

13. AIRFARE

Product tour prices do not include international air fare or any other flights unless expressly mentioned in the inclusions.

(a) Quotes: All quotes are in Australian dollars, unless otherwise stated. KoTrek will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only, and represent no price commitment by KoTrek.

(b) Price changes: Until tickets are issued, KoTrek reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other cause whatsoever.



(c) Full payment: By making full payment, the Client agrees that they accept the air travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after any ticket has been issued.

(d) Changes & cancellations: Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at KoTrek's sole discretion, and will also be subject to administrative fees, as applicable, to be payable by the Client.

(f) Flight reconfirmation: Client is responsible for confirming flight times, numbers, and details at all times to ensure a timely departure. KoTrek is not responsible for any change to airline schedules or flight numbers after tickets have been issued. Clients may contact appropriate airline or airport information sources in order to obtain relevant up to date flight information.

(g) Airline tickets: Once issued, all airline tickets are non-transferable and valid only for the dates and routings shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.

(h) Airline, airport or weather delays: KoTrek is not responsible for any additional expenses or loss that may arise from airline, airport or weather delays. KoTrek will not reimburse for any additional expenses incurred by the Client as a result of such events or delays. KoTrek will not refund any unused portion of air tickets purchased in the event of such delays or due to any reasons beyond its direct control.

14. ACCEPTANCE OF RISK

The Client acknowledges that the nature of Product tours is adventurous and may involve a significant amount of risk to Clients' health and/or safety. The Client hereby assumes all such risk and does hereby release KoTrek from all claims and causes of action arising from any damages or injuries or death resulting from these risks inherent in travel, visiting foreign destinations, and participating in adventurous activities such as those included in Product itineraries.

Accommodation, transportation, activities and excursions, and other components of KoTrek's Products will be arranged by KoTrek with suppliers local to the region where the Product operates, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation and transport in some countries where Product tours take place are often lower than comparable standards than what the Client may reasonably expect in their home country or region. KoTrek at all times endeavors



to appoint reputable and competent local suppliers and to comply with all applicable laws and regulations concerning health and safety in the regions where Product tours operate. The terms and conditions of all suppliers of Product components will be applicable to the Product component provided by such supplier and are expressly incorporated into these Terms and Conditions. These may limit or exclude liability of the supplier. The liability of KoTrek will not exceed that of any supplier of any Product component. The components that make up each Product tour shall be regarded as having been satisfactorily performed and delivered solely in reference to the regulations and laws concerning health and safety in the applicable jurisdiction where such component is operated.

15. AUTHORITY ON TOUR & CLIENT RESPONSIBILITY

At all times the decision of KoTrek's Tour Leader or other designated representative will be final on all matters regarding safety and wellbeing of Clients and operational requirements of the Product tour. By travelling with KoTrek, the Client agrees to abide by the authority of the Tour Leader or designated representative. The Client must at all times strictly comply with all applicable laws and regulations of all countries and regions visited on the applicable Product tour. If the Client is affected by any condition, medical or otherwise, that might affect Client's ability to travel or participate in adventure travel activities, Client's enjoyment of the Product tour being booked, the ability to travel or enjoyment of any other Clients on the Product tour, or the treatment to be administered to the Client in any emergency situation, the Client must advise KoTrek at the time of booking and complete a medical form provided by KoTrek, along with any other documents reasonably requested by KoTrek to ensure the health and safety of all Clients who travel with KoTrek.

Should the Client fail to comply with the above or commit any illegal act when on the tour or, if in the opinion of the Tour Leader (in his/her and/or KoTrek's sole discretion), the Client's behavior is causing or is likely to cause danger, distress or material annoyance to others, KoTrek may terminate that Client's travel arrangements on any Product immediately without any liability on KoTrek's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals, and/or incidentals.

Clients agree that they are responsible for any costs incurred by KoTrek, KoTrek's suppliers or KoTrek's partners, as a result of damage, destruction, theft, or excess cleaning fees related to Client's accommodation, transport, or other use of facilities while on Tour. Clients agree to immediately report any



pre-existing damage of this kind to staff of the accommodation, transportation service, or facility (as appropriate) and/or a KoTrek's representative as soon as possible upon discovery by the Client.

Client agrees to take all prudent measures in relation to their own safety while on any KoTrek Tour, including, but not limited to, the proper use of safety devices such as seatbelts, harnesses, and helmets, and obeying all posted signs and warnings in relation to Client health and safety. KoTrek shall not be liable for any failure on the Client's part to comply with this paragraph.

16. TRAVEL DOCUMENTS

(a) Valid Passport: The Client is entirely responsible for securing and must be in possession at all times while on a Product tour of a valid passport required for entry, departure and travel to each country or region visited or traveled through throughout the itinerary of the applicable Product tour, and for re-entry to the Client's country of residence or departure (passport must be valid 6 months past the last date of travel with KoTrek), as well as all visas, permits and certificates including vaccination certificates, insurance policies, required for entry into all regions and participation in all parts of the Product tour itinerary. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the Product tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Client agrees that they are responsible for the full amount of any loss or expense suffered or paid by KoTrek or any of our third party suppliers which are a direct result of the Client's failure to secure proper travel documentation. Any information or advice given by KoTrek regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and KoTrek is not responsible for any errors or omissions in the information provided, or in the information provided to Clients by third parties such as government or travel authorities.

(b) Documents: Please note that all travel documents for Products such as vouchers, itineraries and invoices will be sent electronically, via email to the e-mail address provided on booking upon receipt of full payment by KoTrek. KoTrek reserves the right to impose an administration fee on those Clients who wish to receive their travel documents by other means.



17. FORCE MAJEURE

KoTrek shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for KoTrek's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of KoTrek; or an event which KoTrek or the supplier of services, even with all due care, could not foresee.

18. INSURANCE

CLIENT ACKNOWLEDGES THAT IS MANDATORY THAT ALL CLIENTS OBTAIN TRAVEL INSURANCE WITH A MINIMUM MEDICAL, EVACUATION, AND REPATRIATION COVERAGE covering all applicable dates of any travel with KoTrek and this insurance must cover personal injury and emergency medical expenses. It is strongly recommended and encouraged that Client's also extend their coverage to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. KoTrek shall have no liability for loss, theft of or damage to baggage or personal effects of Clients while participating in a Product tour. Clients should not leave personal belongings unattended in any public areas, on board any mode of transportation, or elsewhere, and are responsible at all times for their own effects and belongings. KoTrek cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by KoTrek such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation. The Client acknowledges that the cost of the tour does not include any insurance coverage for such Client, and that the Client is required to obtain separate coverage at an additional cost to the Product tour price. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken so that the insurer may properly cover travel on the applicable KoTrek Product.



19. DISCOUNTS AND PROMOTIONS

All discounts and any reduced pricing and/or promotional benefits are applied at KoTrek's sole discretion. From time-to-time KoTrek may offer reduced pricing on selected Product tours. The reduced pricing applies strictly to new bookings, and bookings that have already been confirmed (which for these purposes shall mean bookings in respect of which payment of at least a deposit has been received by KoTrek) are not entitled to the reduced pricing.

20. CLAIMS AND COMPLAINTS

Client agrees to bring any complaints regarding a Product to KoTrek as soon as possible in order to provide KoTrek with the opportunity to address such complaint properly. Client agrees to inform the Tour Leader or other designated KoTrek representative at the earliest opportunity, or to the KoTrek local Office Manager at the nearest location to the applicable Product tour, or to KoTrek's Customer Service department directly. KoTrek assumes no liability for complaints that are not properly brought to the attention of KoTrek with sufficient notice for KoTrek to resolve or attempt to resolve any Client complaints. Any complaint made after the completion of a Product tour must be received in writing by KoTrek via its Agents or directly to head office at 'info@kotrek.com' or KoTrek Limited, Customer Service Department, 14/7 Sefton Road, Thornleigh NSW 2120, Australia within 30 days of the end of the tour. Client acknowledges and agrees that KoTrek will not accept any liability for claims received after this period.

21. CLIENT RESPONSIBILITY

The Client acknowledges that depending on the nature of the Product booked, or the location(s) in which such Product is to operate, there may be a significant degree of personal risk involved in travel on the Product. There are dangers inherent to adventure travel generally and Client acknowledges they have considered such risk to health and safety and are willing to assume it, by confirming their booking of such Product. The Client acknowledges she or he has considered the potential risks, dangers and challenges in light of their own personal capabilities and needs, and expressly assumes the risks attendant to travel under such conditions. The Client acknowledges and agrees that KoTrek is not responsible for providing information or guidance to the Client with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where Products are operated, and KoTrek strongly encourages that Clients locate or make contact with his/her local embassy or consulate in each destination prior to departure on any KoTrek Product.



22. OPTIONAL EXTRAS

Optional Extras (which for the purposes of this section mean any activity, transportation, meal, or any other product or service not expressly included in the Product description or itinerary, or in the price of the Product) do not form part of the tour or Product. Client agrees that any assistance given by KoTrek's Tour Leaders or other KoTrek's representative in arranging, selecting, or booking, any Optional Extras is purely at the request of the Client, and KoTrek makes no warranties regarding such information and expressly disclaims any liability whatsoever arising from any Optional Extras or participation thereon by any Client, or any information provided by any KoTrek representative or Tour Leader regarding any Optional Extras. Accordingly, the Client hereby releases KoTrek from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to Optional Extras.

23. LIABILITY

KoTrek is not responsible for any damages, expenses, losses, or claims which are attributable to the fault of any Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services that form any part of the Product(s), or a force majeure event (as herein defined).

24. SUPPLIERS

Hotels, shuttle services or other constituent elements of a Product will be arranged by KoTrek with suppliers local to the regions in which the Product operates, who may themselves engage the services of other local operators and/or sub-contractors. KoTrek will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into these Terms, and the Client assents to those terms and conditions and the limitations and obligations contained therein. These may limit or exclude liability of the supplier. The liability of KoTrek will not exceed that of any supplier. All suppliers will be selected and assessed by KoTrek in reference to local laws and regulations in the relevant country of operation. Neither KoTrek nor any carrier is liable for the acts or omissions of any independent contractors.



25. PACKAGE TRAVEL

(a) Definition. “Package Travel” is any combination of transport and land services booked at the same time and which is offered by KoTrek as a Product at an all inclusive price. Any transport or accommodation booked on a per-service basis, outside of any bundle or Product itinerary, whether or not booked at the same time and/or shown as a “Total Price” or accommodation or transportation only bookings are not a “Package” for the purposes of this section but defined as “Other Arrangements”. Packages include items as listed on the Trip Details and do not include airport, airline or any other applicable taxes, airport transfers (unless otherwise specified), passport and visa fees, insurance, laundry, phone calls, beverages, meals not detailed in the itinerary, tips, items of a personal nature, baggage fees, excess baggage or Optional Extras. Except where expressly provided for in this Section 25, the terms and conditions of these Terms shall apply to all Package Travel and all Clients purchasing or travelling on Package Travel with KoTrek hereby agree to be bound by such Terms.

(b) Applicable offer: Packages are only available for return trips departing from Papua New Guinea or Australian mainland airports. Packages are offered for booking in Australian Dollars only.

(c) Booking: All Packages are subject to availability at time of booking.

(d) Payments: Where full payment is not required immediately, a deposit is required as per the Deposit provisions of these Terms. On occasion, the deposit amount for certain Package Travel Products may be more than those outlined herein, and in such circumstances the deposit amount will be advised to the Client prior to booking. KoTrek will advise the Client of the final balance amount payable in respect of any Package Travel and the applicable due date at time of confirmation, and Client agrees to pay such balance in accordance with the payment provisions contained in these Terms.

(e) Alterations and/or cancellations by the Client: No name changes may be made once the booking is in place for any Package Travel. While KoTrek will attempt to accommodate other change requests, other changes are always subject to availability and airline fees. Day of cancellation and/or alterations will be calculated as the day KoTrek receives the cancellation notice in writing from the Client. Any changes to a Package Travel booking after confirmation may be subject to Administrative Fees plus applicable airline fees and charges, which may include any difference between the initial rate and the rate of the amended booking. KoTrek will advise of such charges at the time as the change is requested. In the event of a



Package being cancelled before receipt of full payment, the deposit amount shall be retained by KoTrek. All Packages cancelled after full payment is received shall be subject to cancellation charges and any applicable administrative fees. At the time any cancellation is requested, KoTrek will advise the Client of the applicable cancellation fees.

(f) Flights and Airlines: All flight times, flight itineraries, carriers and aircraft types are subject to change. Carriers and KoTrek also reserve the right to add en route stops to any flight. The Client agrees that KoTrek cannot be held responsible or liable for any flights missed by Client or any denial of boarding or air security-related delays. Further, the Client also agrees that KoTrek shall not be held responsible or liable for expenses, lost wages or missed vacation time due to flight time changes and/or delays.

(g) Unused services: Missed flights or unused Package components are non-refundable and non-creditable for any reason whatsoever. If a Client is a 'no-show', or if the package is cancelled after the departure date of the outbound flight, or if the Client leaves a Product tour which is already in progress, no refund for any unused portion of the Package will be provided by KoTrek.

(h) Special Requests: KoTrek cannot guarantee specific requests such as room location, adjoining rooms, bed preference, in-flight meal requirements, sky cots or any other request. While KoTrek will attempt to advise service providers of such requests, it cannot be held responsible if such requests cannot be fulfilled or if local surcharges are applied.

26. SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from these Terms or amended accordingly only to such extent necessary to allow all remaining terms and conditions hereof to survive and continue as binding. If any provision of these Terms is found to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.



27. CONTRACT PARTIES, SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon KoTrek and the Client and their respective heirs, legal personal representatives, successors and assigns, as well as anyone named in any booking made by the booking Client on whose behalf the Client is purchasing any Product.

28. IMAGES AND MARKETING

The Client agrees that while participating in any KoTrek Product tour (including, without limitation, Group/Independent travel, Expedition Trips, and Package Travel) images, photos or videos may be taken by other Clients and/or KoTrek representatives or Tour Leaders that may contain or feature the Client in part or in whole. The Client acknowledges that they consent to any such pictures being taken and agree that Client hereby grants a perpetual, royalty-free, worldwide, irrevocable license to KoTrek, its affiliates and assigns, to reproduce for any purpose whatsoever (including marketing and promotions), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation to the Client or compensation payable to such Client.

29. REFUSAL OF SERVICE

KoTrek retains the right to refuse service to any Client at any time, for any lawful reason whatsoever, in its sole discretion.

30. AMENDMENTS

KoTrek reserves the right to update and/or alter these Terms at anytime, and shall post the amended Terms on the KoTrek Website (www.kotrek.com). Any such amendment shall take effect 24hrs following their posting to the Website. The latest Terms, as amended, may be accessed any time on KoTrek's website at <http://kotrek.com/wp-content/uploads/2013/08/KoTrek-Booking-Terms-and-Conditions.pdf> , or will be sent to Client upon their written request to KoTrek. Clients shall be deemed to have accepted any amendments to these Terms on the date that is 24hrs after their posting on the KoTrek website. KoTrek recommends that all Clients refer to the Terms prior to their travel to familiarize themselves with the most up-to-date version hereof.

