



# EXCEPTIONAL KANGAROO ISLAND

We provide a range of packages with a focus on good food, good wine & wildlife in the wild. Travel in 4WD vehicles with enthusiastic, knowledgeable, local guides. We offer a choice of accommodation ranging from bed & breakfast to hotel style. All packages can be booked on a share touring basis or as private charter with a custom itinerary. Please contact our res team for a quotation based on private touring.

Prices shown are Land Content Only - we are unable to book flights

**Rates are valid for travel from 1 April 2025 to 31 March 2026**

**Inbound rates reflect 25% commission**

| Booking Code                                | Package Name                                                  | Tour Days | Nights | Rate    |
|---------------------------------------------|---------------------------------------------------------------|-----------|--------|---------|
| <b><u>One day share tour only</u></b>       |                                                               |           |        |         |
| OD                                          | One Day Adventure                                             | 1         |        | 474.00  |
| ChildSh                                     | Child Share Tour 6-12 Yrs (per day)                           | 1         |        | 403.50  |
| <b><u>Private Touring</u></b>               |                                                               |           |        |         |
| PrivVeh2pax                                 | Private Charter inc 2 pax (per day)                           | 1         |        | 1830.00 |
| PrivExAd                                    | Private Charter Extra Adult (per day)                         | 1         |        | 297.00  |
| PrivC(0-2)                                  | Private Charter Child 0-2 Yrs (per day)                       | 1         |        | 90.00   |
| PrivCh(3-9)                                 | Private Charter Child 3-9 Yrs (per day)                       | 1         |        | 208.50  |
| PrivC(10-15)                                | Private Charter Child 10-15 Yrs (per day)                     | 1         |        | 253.50  |
| <b><u>Package (Share Touring Basis)</u></b> |                                                               |           |        |         |
| OD1THR                                      | One Day Adventure 1 Night The River Suites                    | 1         | 1      | 743.25  |
| OD1AOZ                                      | One Day Adventure 1 Night Aurora Ozone Hotel*                 | 1         | 1      | 747.75  |
| OD1KIL                                      | One Day Adventure 1 Night Kangaroo Island Lodge**             | 1         | 1      | 773.25  |
| OD1PGH                                      | One Day Adventure 1 Night Providence Guest House              | 1         | 1      | 950.25  |
| OD2THR                                      | One Day Adventure 2 Night The River Suites                    | 1         | 2      | 1012.50 |
| OD2AOZ                                      | One Day Adventure 2 Night Aurora Ozone Hotel*                 | 1         | 2      | 1021.50 |
| OD2AOZ                                      | One Day Adventure 2 Night Aurora Ozone Hotel Peak Period*     | 1         | 2      | 1053.00 |
| OD2KIL                                      | One Day Adventure 2 Night Kangaroo Island Lodge               | 1         | 2      | 1072.50 |
| OD2KIL                                      | One Day Adventure 2 Night Kangaroo Island Lodge Peak Period** | 1         | 2      | 1156.50 |
| OD2PGH                                      | One Day Adventure 2 Night Providence Guest House              | 1         | 2      | 1426.50 |
| IS1THR                                      | In Style 1 Night The River Suites                             | 2         | 1      | 1175.25 |
| IS1AOZ                                      | In Style 1 Night Aurora Ozone Hotel*                          | 2         | 1      | 1191.75 |
| IS1KIL                                      | In Style 1 Night Kangaroo Island Lodge**                      | 2         | 1      | 1205.25 |
| IS1PGH                                      | In Style 1 Night Providence Guest House                       | 2         | 1      | 1385.25 |
| IS2THR                                      | In Style 2 Night The River Suites                             | 2         | 2      | 1444.50 |
| IS2AOZ                                      | In Style 2 Night Aurora Ozone Hotel*                          | 2         | 2      | 1465.50 |
| IS2AOZ                                      | In Style 2 Night Aurora Ozone Hotel Peak Period*              | 2         | 2      | 1497.00 |
| IS2KIL                                      | In Style 2 Night Kangaroo Island Lodge**                      | 2         | 2      | 1504.50 |
| IS2KIL                                      | In Style 2 Night Kangaroo Island Lodge Peak Period**          | 2         | 2      | 1588.50 |
| IS2PGH                                      | In Style 2 Night Providence Guest House                       | 2         | 2      | 1861.50 |
| IS3THR                                      | In Style 3 Night The River Suites                             | 2         | 3      | 1713.75 |
| IS3AOZ                                      | In Style 3 Night Aurora Ozone Hotel*                          | 2         | 3      | 1739.25 |
| IS3AOZ                                      | In Style 3 Night Aurora Ozone Hotel Peak Period*              | 2         | 3      | 1786.50 |
| IS3KIL                                      | In Style 3 Night Kangaroo Island Lodge**                      | 2         | 3      | 1803.75 |
| IS3KIL                                      | In Style 3 Night Kangaroo Island Lodge Peak Period**          | 2         | 3      | 1929.75 |
| IS3PGH                                      | In Style 3 Night Providence Guest House                       | 2         | 3      | 2337.75 |
| IV2THR                                      | Investigator 2 Night The River Suites                         | 3         | 2      | 1876.50 |
| IV2AOZ                                      | Investigator 2 Night Aurora Ozone Hotel*                      | 3         | 2      | 1909.50 |

|        |                                                          |   |   |         |
|--------|----------------------------------------------------------|---|---|---------|
| IV2AOZ | Investigator 2 Night Aurora Ozone Hotel Peak Period*     | 3 | 2 | 1941.00 |
| IV2KIL | Investigator 2 Night Kangaroo Island Lodge**             | 3 | 2 | 1936.50 |
| IV2KIL | Investigator 2 Night Kangaroo Island Lodge Peak Period** | 3 | 2 | 2020.50 |
| IV2PGH | Investigator 2 Night Providence Guest House              | 3 | 2 | 2296.50 |
| IV3THR | Investigator 3 Night The River Suites                    | 3 | 3 | 2145.75 |
| IV3AOZ | Investigator 3 Night Aurora Ozone Hotel                  | 3 | 3 | 2183.25 |
| IV3AOZ | Investigator 3 Night Aurora Ozone Hotel Peak Period*     | 3 | 3 | 2230.50 |
| IV3KIL | Investigator 3 Night Kangaroo Island Lodge**             | 3 | 3 | 2235.75 |
| IV3KIL | Investigator 3 Night Kangaroo Island Lodge Peak Period** | 3 | 3 | 2361.75 |
| IV3PGH | Investigator 3 Night Providence Guest House              | 3 | 3 | 2772.75 |
| IV4THR | Investigator 4 Night The River Suites                    | 3 | 4 | 2415.00 |
| IV4AOZ | Investigator 4 Night Aurora Ozone Hotel                  | 3 | 4 | 2457.00 |
| IV4AOZ | Investigator 4 Night Aurora Ozone Hotel Peak Period*     | 3 | 4 | 2520.00 |
| IV4KIL | Investigator 4 Night Kangaroo Island Lodge**             | 3 | 4 | 2535.00 |
| IV4KIL | Investigator 4 Night Kangaroo Island Lodge Peak Period** | 3 | 4 | 2703.00 |
| IV4PGH | Investigator 4 Night Providence Guest House              | 3 | 4 | 3249.00 |
| IM3THR | Immersion 3 Night The River Suites                       | 4 | 3 | 2577.75 |
| IM3AOZ | Immersion 3 Night Aurora Ozone Hotel                     | 4 | 3 | 2627.25 |
| IM3AOZ | Immersion 3 Night Aurora Ozone Hotel Peak Period*        | 4 | 3 | 2674.50 |
| IM3KIL | Immersion 3 Night Kangaroo Island Lodge**                | 4 | 3 | 2667.75 |
| IM3KIL | Immersion 3 Night Kangaroo Island Lodge Peak Period**    | 4 | 3 | 2793.75 |
| IM3PGH | Immersion 3 Night Providence Guest House                 | 4 | 3 | 3207.75 |
| IM4THR | Immersion 4 Night The River Suites                       | 4 | 4 | 2847.00 |
| IM4AOZ | Immersion 4 Night Aurora Ozone Hotel                     | 4 | 4 | 2901.00 |
| IM4AOZ | Immersion 4 Night Aurora Ozone Hotel Peak Period*        | 4 | 4 | 2964.00 |
| IM4KIL | Immersion 4 Night Kangaroo Island Lodge**                | 4 | 4 | 2967.00 |
| IM4KIL | Immersion 4 Night Kangaroo Island Lodge Peak Period**    | 4 | 4 | 3135.00 |
| IM4PGH | Immersion 4 Night Providence Guest House                 | 4 | 4 | 3684.00 |
| IM5THR | Immersion 5 Night The River Suites                       | 4 | 5 | 3116.25 |
| IM5AOZ | Immersion 5 Night Aurora Ozone Hotel                     | 4 | 5 | 3174.75 |
| IM5AOZ | Immersion 5 Night Aurora Ozone Hotel Peak Period         | 4 | 5 | 3253.50 |
| IM5KIL | Immersion 5 Night Kangaroo Island Lodge**                | 4 | 5 | 3266.25 |
| IM5KIL | Immersion 5 Night Kangaroo Island Lodge Peak Period**    | 4 | 5 | 3476.25 |
| IM5PGH | Immersion 5 Night Providence Guest House                 | 4 | 5 | 4160.25 |

#### **Single Supplements**

|           |                                                                 |        |
|-----------|-----------------------------------------------------------------|--------|
| SglSupPGH | Single Supplement Providence Guest House per night              | 245.25 |
| SglSupKIL | Single Supplement Kangaroo Island Lodge per night               | 149.25 |
| SglSupKIL | Single Supplement Kangaroo Island Lodge per night Peak Period** | 191.25 |
| SglSupAOZ | Single Supplement Aurora Ozone Hotel per night                  | 137.25 |
| SglSupAOZ | Single Supplement Aurora Ozone Hotel per night Peak Period*     | 153.00 |
| SglSupTHR | Single Supplement The River Suites per night                    | 102.75 |

#### **Triple Reduction**

|           |                                                                           |       |
|-----------|---------------------------------------------------------------------------|-------|
| TpIRedAOZ | Triple Reduction Aurora Ozone Hotel per person per night                  | 31.75 |
| TpIRedAOZ | Triple Reduction Aurora Ozone Hotel per person per night Peak Period*     | 37.00 |
| TpIRedKIL | Triple Reduction Kangaroo Island Lodge per person per night               | 39.25 |
| TpIRedKIL | Triple Reduction Kangaroo Island Lodge per person per night Peak Period** | 53.25 |
| TpIRedPGH | Triple Reduction Providence Guest House per person per night              | 50.75 |
| TpIRedTHR | Triple Reduction The River Suites per person per night                    | 21.25 |

Rates are per person and in AUD. Accommodation is based on double/twin share. A single supplement applies for single travellers.  
Rates are subject to change without notice.

Notes:

Additional fees apply at some accommodations for a day at leisure to cover lunch and shall be paid to accommodation hosts directly.

**PLEASE NOTE: The River Suites costs are based on interim rates which will be re-evaluated after re-furbishment is completed. Bookings made with interim rates will be honoured at these rates. New rates will be advised once re-evaluation has been completed.**

The following minimum stays and Peak Period conditions apply:

Aurora Ozone Hotel\*

Peak Period 24 December 25 to 12 Jan 26 - Peak Period Surcharge applies

Three night minimum stay for dates:

24 December 25 to 5 January 26

Two night minimum stay for dates:

12-27 April 25

6-12 January 26

Kangaroo Island Lodge\*\*

Peak Period 20 December 25 to 14 January 26 - two night minimum stay - Peak Period Surcharge applies

18-21 April 25 three night minimum stay and Peak Period Surcharge applies

Any packages above for these accommodations with less than the minimum stay are not applicable during this time.

Package costs including a Peak Period Surcharge have been included on this rate sheet.

**Private Charter Touring**

Private charter costs can be calculated for a maximum of 10 pax travelling in one 4WD. Larger group and overnight costs are available on request.

Private charter touring is required for passengers:

1. Travelling with children under 6 years of age,
2. Travelling with a language guide/interpreter, OR
3. Requiring significant assistance throughout the day, unless travelling with carer able to provide this assistance.

**Share Touring**

Share tours run for a minimum of two adults. The maximum group size for share tours is 10 passengers with one guide.

Child Share Touring Rates

Child share touring rates apply for children 6-12 years. **Please note children's age has changed from 6-15 years to 6-12 years.**

Families travelling with children under 6 years need to tour on a private basis.

**Contact Details**

Alliana Pty Ltd trading as Exceptional Kangaroo Island

PO Box 169 Kingscote South Australia 5223

Tel: +61 8 8553 9119

**Cancellation Policy**

Cancellations received more than 7 days prior to departure - 10% fee applicable.

More than 48 hours but less than 7 days prior to departure - 50% fee applicable.

Less than 48 hours or for non-appearance to commence the tour - 100% fee applicable.

From a compliance and risk management perspective please be advised that we participate in the ATEC Health and Safety Checklist; are certified with Advanced Ecotourism and Climate Action Business accreditation and from a customer satisfaction perspective have been entered into the Trip Advisor Hall of Fame having received a Certificate of Excellence every year since 2013

**Package Inclusions**

All tours include a homebaked morning tea and an elegant lunch in the bush featuring local produce with South Australian wines, beer and softdrinks. Accommodation is booked on a dinner, bed and breakfast basis.

Tours are subject to availability and scheduling.

**One Day Adventure**

1 full day of share touring

All admission fees.

**One Day Adventure 1 Night** *(was previously Kangaroo Island Overnight)*

1 full day of share touring

1 night dinner, bed and breakfast at one of our preferred accommodations

All admission fees and on island transfers.

**One Day Adventure 2 Night** *(was previously Kangaroo Island Extended Overnight)*

1 full day of share touring

2 nights dinner, bed and breakfast at one of our preferred accommodations

All admission fees and on island transfers.

**In Style 1 Night** *(was previously Kangaroo Island In Style)*

2 full days of share touring (Island Life and Flinders Chase Focus itineraries)

1 night dinner, bed and breakfast at one of our preferred accommodations

All admission fees and on island transfers.

**In Style 2 Nights** *(was previously Kangaroo Island Wanderer)*

2 full days of share touring (Island Life and Flinders Chase Focus itineraries)  
2 nights dinner, bed and breakfast at one of our preferred accommodations  
All admission fees and on island transfers.

**In Style 3 Nights** *(was previously Kangaroo Island Extended Wanderer)*

2 full days of share touring (Island Life and Flinders Chase Focus itineraries)  
3 nights dinner, bed and breakfast at one of our preferred accommodations  
All admission fees and on island transfers.

**Investigator 2 Nights**

3 full days of share touring (Island Life, Flinders Chase Focus and Fine Flavours itineraries)  
2 nights dinner, bed and breakfast at one of our preferred accommodations  
All admission fees and on island transfers.

**Investigator 3 Nights**

3 full days of share touring (Island Life, Flinders Chase Focus and Fine Flavours itineraries)  
3 nights dinner, bed and breakfast at one of our preferred accommodations  
All admission fees and on island transfers.

**Investigator 4 Nights**

3 full days of share touring (Island Life, Flinders Chase Focus and Fine Flavours itineraries)  
4 nights dinner, bed and breakfast at one of our preferred accommodations  
All admission fees and on island transfers.

**Immersion 3 Nights**

4 full days of share touring (Island Life, Flinders Chase Focus, East End Explorer and Fine Flavours itineraries)  
3 nights dinner, bed and breakfast at one of our preferred accommodations  
All admission fees and on island transfers.

**Immersion 4 Nights**

4 full days of share touring (Island Life, Flinders Chase Focus, East End Explorer and Fine Flavours itineraries)  
4 nights dinner, bed and breakfast at one of our preferred accommodations  
All admission fees and on island transfers.

**Immersion 5 Nights**

4 full days of share touring (Island Life, Flinders Chase Focus, East End Explorer and Fine Flavours itineraries)  
5 nights dinner, bed and breakfast at one of our preferred accommodations  
All admission fees and on island transfers.

**Accommodations**

Packages include accommodation at our preferred properties on a dinner bed and breakfast basis. Tailored packages can be created for other properties which may need to be on a private charter basis only due to location. Please note Christmas/New Year period conditions and surcharges above which apply to Aurora Ozone Hotel and Kangaroo Island Lodge.

**Stranraer Homestead**

The Homestead is no longer available. There are choice of two self contained cottages which are not hosted. A breakfast hamper and dinner hamper are provided. Clients will need to take care of their own dishes and there is no servicing of the cottages available. Please contact our reservation staff for prices for these accommodations.

**Providence Guest House (formerly Molly's Run)**

Mediterranean style boutique accommodation located on 60 acres of farmland on the North Coast with ocean views. Consists of three rooms with queen beds and private ensuites

**Kangaroo Island Lodge**

Large hotel style accommodation located in American River with ocean views and great wildlife viewing opportunities. Packages are based on Deluxe Waterview rooms with private ensuite. Great for families. Please note minimum stay requirements above

**Aurora Ozone Hotel**

Large hotel style accommodation located on the seafront in Kingscote. Packages are based on Executive Seaview rooms with private ensuite. Please note minimum stay requirements above

**The River Suites (formerly Wanderer's Rest)**

Boutique style hotel located on the foreshore in American River with ocean views. Boasts eight rooms with private ensuites. Not suitable for guests with mobility challenges

**1. INTERPRETATION**

In these Terms and Conditions (**Conditions**):

1.1. **Australian Consumer Law** means the law as set out in Schedule 2 of the *Competition and Consumer Act 2010*.

- 1.2. **Booking** means the proposal for the provision of services provided by EKI to the Traveller.
- 1.3. **Confidential Information** means any Information provided by or to EKI for the purposes of the Service where such information is by its nature confidential, is identified as confidential or has actual or potential commercial value to any person.
- 1.4. **Contract** means a contract for the provision of Services in accordance with these Conditions, as evidenced by the acceptance of the Booking by the Traveller.
- 1.5. **Disbursements** means third party costs incurred by EKI on behalf of the Traveller listed in the Booking or otherwise advised to the Traveller by EKI in writing.
- 1.6. **EKI** means Alliana Pty Ltd ACN 100 455 650 as trustee for the Adventure Charters Investment Trust trading as Exceptional Kangaroo Island, Kangaroo Island E-Bikes and Kangaroo Island Wilderness Services ABN 63 589 464 913, its staff, representatives, contractors and agents.
- 1.7. **Provider** means either EKI or the Traveller who provides Confidential Information of the other.
- 1.8. **Recipient** means either EKI or the Traveller who is provided Confidential Information by the other.
- 1.9. **Services** means the services provided by EKI to the Client as specified in the Booking.
- 1.10. **Traveller** means a person receiving the Service from EKI.

## 2. GENERAL

- 2.1. Unless EKI expressly agrees otherwise in writing, these Conditions apply to all Services provided by EKI to the Traveller and prevail over all inconsistencies in the Booking.
- 2.2. EKI may vary these Conditions at any time and such variations will have effect from the date of publication to the Traveller.
- 2.3. If there is a waiver document in respect of the Services and any of the terms of the waiver are inconsistent with these Conditions, the waiver document will prevail to the extent of the inconsistency.

## 3. ACCEPTANCE OF BOOKING

- 3.1. The Traveller may only accept a Booking within 30 days from the date of the Booking.
- 3.2. By accepting a Booking, the Traveller is taken to have agreed to these Conditions.
- 3.3. The Traveller accepts a Booking by:
  - 3.3.1. signing (including by electronic signature) a Booking;
  - 3.3.2. making payment or part-payment for the Services; or
  - 3.3.3. instructing EKI to commence or continue providing the Services.

## 4. PROVISION OF SERVICES

- 4.1. In providing the Services, EKI will:
  - 4.1.1. exercise due care and skill;
  - 4.1.2. comply with all relevant industry and professional standards; and
  - 4.1.3. comply with all applicable laws.
- 4.2. EKI will endeavour to provide the Service in accordance with the time frames specified in the Booking, however, such time frames are subject to events outside of the control of EKI.
- 4.3. EKI will endeavour to provide the Services in accordance with the description, however, sometimes there are circumstances that require EKI to vary or alter the Services, and EKI reserves the right to alter or vary the Services in any manner and at any time.
- 4.4. EKI reserves the right to enforce certain health and safety measures throughout the provision of the Services, for example like the requirements for Travellers to wear face masks, in order to protect the health and safety of all Travellers. If a Traveller refuses to comply with the health and safety directions of EKI then EKI can, at their sole and absolute discretion, cease providing the Services to the Traveller.

## 5. INSURANCE

The Traveller must take out their own policy of travel insurance covering Services cancellations, inability to travel or continue with the Services (for whatever reason), loss or damage to personal effects, medical, evacuation and repatriation expenses, and accidental death or disability.

## 6. PUBLICITY

- 6.1. EKI may publicise its involvement in the provision of the Services including but not limited to social media publications and print, internet and video advertisements. Unless such information remains commercially sensitive, such publication may include the names of the Traveller and the nature and value of the Services.
- 6.2. The Traveller approves EKI using the Traveller's name, and photographs of the Traveller, and other intellectual property for such purposes.

## 7. LIMITATION ON LIABILITY

- 7.1. EKI is not liable for any warranty or representation in relation to the Service unless expressed in writing and any such warranty or representation is limited to its express terms.
- 7.2. EKI's liability to the Traveller is limited to supplying substitute Services or providing credit to the Traveller for non-conforming or defective Services supplied (as determined by EKI).
- 7.3. In no circumstance will EKI be liable to the Traveller or to any other person:
  - 7.3.1. in tort for any loss or damages suffered; or
  - 7.3.2. for any economic loss, including loss arising from interruption of business or loss of profits, or any other indirect or consequential loss; or
  - 7.3.3. for any illness, injury, medical condition or death suffered.
- 7.4. The limitations on the liability of EKI under this clause 7 apply only to the extent permitted by law, including the Australian Consumer Law.
- 7.5. A guarantee, condition, warranty or other term of the Service implied by law will only apply to the extent it cannot be lawfully excluded.

## 8. PRICES AND GST

Unless otherwise stated, all prices quoted by EKI are inclusive of Goods and Services Tax (GST).

## 9. FEES and DISBURSEMENTS

- 9.1. The Traveller must pay the Services price as specified in the Booking.
- 9.2. The Traveller acknowledges that EKI may vary the above price by notice in writing to the Traveller in the event:
  - 9.2.1. the Traveller provides inaccurate or incomplete information to EKI;
  - 9.2.2. the Traveller seeks to vary the nature or scope of the Service; or
  - 9.2.3. latent issues that may affect the provision of the Service are discovered or suspected.
- 9.3. The Traveller must pay the amount of any actual or anticipated Disbursements which may be incurred by EKI in connection with the provision of the Services. Such payments must be made at the times and in the manner required by EKI.
- 9.4. EKI reserves the right to charge a credit card surcharge for any Booking.

#### 10. **PAYMENT**

- 10.1. Unless otherwise agreed in writing by EKI, full payment of the Services price is required prior to the commencement of the Services.
- 10.2. The Booking will outline the specific timeframes for payment of the Services.
- 10.3. All amounts payable to EKI by the Traveller must be paid in Australian dollars in any manner required by EKI.
- 10.4. Payment will not be taken to occur until all cheques tendered or electronic funds transfer in discharge of amounts owing to EKI have been presented or received and cleared in full.

#### 11. **ADMINISTRATION FEE**

EKI may charge the Traveller a reasonable administration fee for issuing duplicate invoices, statements or other documents requested by the Traveller.

#### 12. **CANCELLATION BY TRAVELLER**

- 12.1. The Traveller may cancel the Services at any time, however, if the Traveller cancels the Services:
  - 12.1.1. more than seven (7) days prior to the commencement of the Services, EKI may retain 10% of the Service price;
  - 12.1.2. more than 48 hours but less than seven (7) days prior to the commencement of the Service, EKI may retain 50% of the Service price;
  - 12.1.3. less than 48 hours prior to the commencement of the Services or the Traveller does not appear for the Services, EKI may retain 100% of the Services price.
- 12.2. In addition to the payments as outlined in clause 12.1, EKI will also be able to retain any sums that are due and payable to third party providers. If EKI does not have these monies from the Traveller then the Traveller must pay to EKI the amount due and payable to the third party provider within seven (7) days of issue of an invoice by EKI to the traveller.

#### 13. **CANCELLATION OR SUSPENSION BY EKI**

- 13.1. EKI may cancel the Service for any reason and at any time before the commencement of the Services, including if the number of Travellers participating in the Services does not exceed the minimum number of travellers required by EKI or if third party providers cancel all or part of the Services.
- 13.2. EKI may suspend the Services at any time during the provision of the Services.
- 13.3. If the Traveller:
  - 13.3.1. commits any default in its obligations under these Conditions;
  - 13.3.2. fails to comply with a reasonable direction of a representative of EKI during the provision of the Services; or
  - 13.3.3. commits an act of bankruptcy or enters into liquidation whether voluntary or involuntary,EKI may at its discretion cancel the Services with the Traveller or ask the Traveller to leave at the Traveller's own cost.
- 13.4. In the event that there is a state or national lockdown as a result of the COVID-19 pandemic which results in the Services being cancelled or the Traveller not being able to travel to participated in the Services, EKI will offer a credit to the Traveller for use within twelve (12) months of the date of the cancellation. In the event that the Services are booked during a high-season period then EKI reserves its rights to charge the Traveller a surcharge.
- 13.5. In the event EKI cancels the Services under clause 13.1, EKI will refund to the Traveller the sums paid in connection with the Services.
- 13.6. In the event EKI suspends the Services under clause 13.2, EKI will refund to the Traveller the sums paid in connection with the Service, which will be adjusted on a pro rata basis depending on the Services provided by EKI to the Traveller.
- 13.7. In the event EKI cancels the Service under clause 13.3, EKI may retain:
  - 13.7.1. any deposit paid in connection with the Services; and
  - 13.7.2. any other sums paid in connection with Services, including any sums that are due and payable to third party providers,and if payment is not already made in full, the Traveller must indemnify EKI against all liabilities or losses incurred by EKI in connection with the cancellation.

#### 14. **EFFECT OF CANCELLATION OR SUSPENSION**

- 14.1. EKI will not have any liability in respect of any cancellation of the Services or suspension in the provision of the Services by EKI except as expressly provided in clause 13.
- 14.2. The cancellation of the Service or suspension in the provision of the Service will be without prejudice to any right or remedy accruing prior to the date of such cancellation or suspension.

#### 15. **SUBSTITUTION OF SERVICES**

- 15.1. If EKI cancels the Services, EKI may, subject to the consent of the Traveller, substitute the Services with another Services with similar experiences.
- 15.2. If EKI substitutes the Services under clause 15.1 and the price of the substituted Services is:
  - 15.2.1. higher than the original Services, EKI may require the Traveller to pay the difference in price; or
  - 15.2.2. less than the original Services, EKI may refund to the Traveller the difference in price.

#### 16. **CONFIDENTIAL INFORMATION**

- 16.1. The Recipient agrees that all Confidential Information provided to the Recipient must be kept confidential by the Recipient and must not:
  - 16.1.1. be disclosed to any person by the Recipient;
  - 16.1.2. or used by the Recipient,otherwise than strictly as required for the purposes of the Services.
- 16.2. The duty of confidence in clause 16.1 does not extend to Confidential Information which:
  - 16.2.1. is known to the Recipient prior the commencement of the Services;
  - 16.2.2. becomes publicly known after the commencement of the Services (otherwise than as a result of a breach of confidence by the Recipient);
  - 16.2.3. is disclosed to the Recipient by a third party after the commencement of the Services where such third party is not subject to a duty of confidence;
  - 16.2.4. is disclosed for the purposes of obtaining professional legal advice, or in defending or bringing any claims;
  - 16.2.5. is disclosed for the purposes of making a claim under a policy of insurance; or
  - 16.2.6. is disclosed as required by law.
- 16.3. The Recipient must bind its officers, employees and permitted subcontractors who have access to the Confidential Information, to comply with the duty of confidence imposed on the Recipient under clause 16.1.
- 16.4. The Recipient must indemnify the Provider against all liabilities, losses or damage incurred in connection with a breach of the Recipient's obligations under this clause 14.

#### 17. **FORCE MAJEURE**

EKI is not liable for any failure or delay in performing its obligations under the Service if that failure or delay is due to anything beyond its reasonable control.

#### 18. **MISCELLANEOUS**

- 18.1. The Contract is governed by the law in South Australia and the Traveller irrevocably submits to the exclusive jurisdiction of the courts of South Australia.
- 18.2. The Contract may only be altered in writing signed by each party.
- 18.3. A party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under the Contract.
- 18.4. The Contract constitutes the entire agreement between the parties about its subject matter and supersedes any prior agreement about its subject matter.
- 18.5. A waiver of a provision or right under the Contract must be in writing signed by the party giving the waiver, and is effective only to the extent set out in the waiver.
- 18.6. A failure, delay, relaxation or indulgence in exercising a power or right under the Contract is not a waiver of that power or right.
- 18.7. An exercise of a power or right under the Contract does not preclude a further exercise of that or any other right or power.
- 18.8. Each indemnity, duty of confidence or other term capable of taking effect after the discharge or cancellation of the Contract remains in force after the discharge or cancellation of the Contract.

19. **INTERPRETATION**

In these Conditions, unless the context otherwise requires:

- 19.1. headings do not affect interpretation;
- 19.2. singular includes plural and plural includes singular;
- 19.3. a reference to a party includes its servants, executors, administrators, successors and where the context permits, its permitted agents, contractors and assigns;
- 19.4. a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 19.5. an agreement, representation, warranty or indemnity by two or more parties binds them jointly and severally;
- 19.6. a provision is not construed against a party only because that party drafted it;
- 19.7. an unenforceable provision may be severed, and the remainder of these Conditions continue in force, unless this would materially change the intended effect of these Conditions; and
- 19.8. the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.