

General Information & Conditions

The following terms and conditions ("booking conditions") form the basis of your contract with Australian Pacific Touring Pty Ltd ("APT", "Travelmarvel" "we" or "our"). Please read them carefully as they set out your and our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions, that you agree to them and that you agree to them applying to your holiday arrangements that you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you. References in these booking conditions to your 'holiday package' are references to the tour or cruise package you have booked with Travelmarvel. References to 'excursions' are references to short trips or tours included or available as part of your holiday package.

GOVERNING LAW

These booking conditions are governed by the law in force in Victoria, Australia.

BEFORE YOU BOOK

PRICES – DEPOSITS – DISCOUNTS – PAYMENTS

Your booking price will be set out in this brochure unless it is varied by advertising or a special offer, or is changed after the publication date for any reason, including without limitation, to cover changes in government taxes and charges, exchange rate variations, fuel surcharges, airline charges, a force majeure event or other material increases by suppliers. Once you pay your deposit your holiday package price is guaranteed (except for any changes resulting from a force majeure event – see below). A \$200 security deposit per person, per holiday package is required within seven days of booking confirmation. Deposit requirements may vary when booking a special offer. Final payment of the balance of your holiday package price is due 100 days prior to departure unless stated in the terms of a special offer. Travelmarvel reserves the right to cancel any ticket or booking or to refuse to carry any passenger where payment has not been received by Travelmarvel within the specified time. All fares and charges are in Australian currency. Payment in full is required at time of booking for reservations made less than 100 days before departure. If Travelmarvel is unable to confirm your reservation, all monies will be refunded. Bookings received within 100 days may incur hotel surcharges.

TRAVELLING WITH MINORS

Children under twelve years of age are not recommended on tours and cruises. Children under 18 years of age must be accompanied by an adult and share their accommodation with an adult.

INCLUDED IN THE HOLIDAY PACKAGE PRICE

As indicated in individual itineraries: all coach and other travel, accommodation, airport transfers on the first and last day, port charges, sightseeing, specified excursions, meals, tour admissions, gratuities on cruises, the services of a tour director, (if minimum numbers are not met, the Tour Director's duties may be covered by a Driver Guide), and airfares (as stated in your itinerary).

TRANSFERS

Airport transfers are included on the first and last day of the holiday package at designated times. No refund will be given for unused transfers. Transfers cannot be re-routed to other pick-up points or destinations. Passengers who miss the pre-booked transfers must make their own way to/from the hotel at their own expense. Some holiday packages include group transfers from or in between airports/hotels and vice versa. A group transfer is generally a shared transfer and the type of vehicle used will normally be dependent upon the size of the group.

NOT INCLUDED IN THE HOLIDAY PACKAGE PRICE

Airfares (unless stated), airport taxes, laundry, passport and visa fees, gratuities for coach staff, food not on the regular table d'hôte menu, drinks may or may not be included as indicated in your itinerary, excess baggage, fuel surcharges, optional excursions and gratuities not specified in your itinerary.

CHOOSING YOUR HOLIDAY

The holidays contained within this brochure are for departures between October 1, 2019 and September 30, 2020. To maximise your enjoyment of your Travelmarvel holiday and to ensure that it lives up to your expectations it is important that you choose the right holiday package for you. Our brochures contain limited information, however, there is more information online at www.travelmarvel.com.au and our qualified staff are available to discuss your options.

GRATUITIES

Gratuities are not included for coach tours or any individual purchase.

HOTELS

In more remote places, hotel standards may not be quite as high as in major centres. Travelmarvel endeavours to utilise the most suitable accommodation available in each destination to ensure that passengers enjoy high levels of cleanliness, comfort and service. The hotels listed in this brochure will be used on almost all holiday packages, however, if a change is necessary for any reason, Travelmarvel will endeavour to ensure that alternative accommodation is of an equivalent standard to those shown. Hotel rooms are generally not available for check-in before 3pm and require check-out by 10am.

TWIN OR DOUBLE ROOMS

Accommodation in all hotels, regardless of the rating, is in standard rooms (sometimes named superior/deluxe) based on twins or doubles unless otherwise stated.

SOLO TRAVELLERS

A limited number of single rooms may be available by request at time of booking your holiday package.

SHARE TWIN GUARANTEE FOR SOLO TRAVELLERS

To qualify for this offer, you must be willing not to smoke in your rooms, and accept that compatibility with your room mate cannot be guaranteed. Guests will have to pay a solo supplement upgrade should they no longer wish to share with someone during the tour.

TRIPLE ROOMS

Triple Room prices are subject to availability and based on existing hotel bedding (twin/double beds).

PASSENGERS NEEDING SPECIAL ASSISTANCE

Travelmarvel welcomes passengers with disabilities or special needs however, please note the following:

1. Any disability or medical condition requiring special attention must be reported to Travelmarvel at the time of booking including all important information relating to your health, mobility and fitness which may affect your partial or total participation in the cruise or tour. This information is also crucial to allow Travelmarvel to ensure the tour you have chosen is suitable and meets your needs. Any changes to health, mobility and fitness must also be reported to Travelmarvel as soon as possible and prior to departure. Where possible Travelmarvel will make reasonable adjustments to the tour to accommodate your special needs however, it cannot do so if the adjustment required would be unreasonable in all of the circumstances, including if such adjustments would affect your safety and/or the safety and/or enjoyment of other passengers.
2. If you require special assistance or care (such as pushing a wheelchair, assistance with dressing or assistance with walking), you must travel with a companion capable of providing the required assistance or care. Please be aware that Travelmarvel does not provide personal assistance. Travelmarvel is unable to assist any passenger with walking, dining, boarding or disembarking any transportation vehicles (including river and ocean cruise ships and trains). To safely participate in embarkation and disembarkation you must be able to do so without the need for special assistance. You must also be able to do so without unreasonably impacting other passengers' safety and/or enjoyment.
3. While Travelmarvel will make reasonable efforts to accommodate the special needs of disabled passengers, it is not responsible for any denial of services by any third party entities it has travel arrangements with, such as carriers, hotels, trains, restaurants or other independent suppliers, or for any additional associated expenses charges by those parties.
4. Please note coaches and minibuses are not equipped with wheelchair ramps. Guests on Rail Journeys will need to embark and disembark trains which may not be level with the platform. Wheelchairs and walkers cannot be carried on coaches, due to space limitations. For safety reasons, passengers in wheelchairs cannot be carried on ramps in ports where the river or ocean cruise ship is at anchor.

VISA & PASSPORTS

All passengers must have a valid passport that is valid for at least six months after the holiday package return date. Passengers must consult with the appropriate consulates to ensure that they have any applicable visas for New Zealand prior to departure. Passengers are solely responsible for meeting necessary passport and visa entry requirements and paying all associated costs. Travelmarvel is not responsible for delays or missed portions of the holiday package resulting from incorrect travel documents or visas.

HEALTH & FITNESS

A good level of fitness and health is required to participate on Travelmarvel's holiday packages. In some destinations there are extensive sightseeing excursions by foot which includes climbing of stairs. Mobility is needed boarding or alighting coaches, ships and trains. We recommend a visit to the doctor and dentist before travelling to overseas destinations. It is your responsibility to advise Travelmarvel of any pre-existing medical conditions that may affect the normal conduct of a holiday package and the enjoyment of other passengers.

PUBLIC HOLIDAYS & FESTIVALS

Virtually all countries have public holidays, religious or otherwise. The festivities may temporarily disrupt your holiday and some religious holidays may result in a reduction of facilities and entertainment.

EARLYBIRD, FLY DEALS AND SPECIAL OFFERS

Conditions apply. For full terms and conditions relating to any Superdeal, Fly Deal or Special Offer on your booking, please go to www.travelmarvel.com.au/specialdeals

OTHER SPECIAL OFFERS

Special Deals and Special Offers other than those advertised in the brochure may be promoted by Travelmarvel after the brochure is released. These new special deals/offers do not apply to existing bookings unless otherwise stated.

BOOKING & PAYING FOR YOUR HOLIDAY

AIRFARES

Air travel is arranged with independent airlines. Travelmarvel will arrange air travel as advertised in connection with your holiday package or otherwise arranged with Travelmarvel. All airfares are subject to flight and booking class availability. Airfares will be booked and ticketed upon receipt of your deposit to avoid price or tax increases. Airport taxes vary for each departure point and routing of airline. Airline schedules are subject to change without notice. Once air tickets are issued, airline amendment and/or cancellation fees apply and, in some cases, are non-refundable. Name changes and voluntary date and schedule changes will incur fees. Travelmarvel is not liable for delays or disruptions of air travel. Once tickets are issued Travelmarvel will have no other liability and will not be responsible for refunding the cost of any services booked in conjunction with the flights.

OUT-OF-DATE-RANGE FLIGHTS

If airlines have not published their schedule at the time this brochure was printed or at the time of booking, Travelmarvel will estimate the cost of airfares connected with your holiday package. When the airline releases flight inventory and airfares, Travelmarvel will confirm seats and pricing to you by sending you an updated invoice. Once flights have been confirmed by you and payment has been received Travelmarvel will issue your ticket/s.

TRAVELMARVEL DEPOSIT CANCELLATION PEACE OF MIND

Applicable when an upfront fee of \$95 per person is paid with your deposit. The holiday package can be cancelled prior to the final payment date and your deposit will be retained as a Travelmarvel holding credit to be used for future bookings. If Deposit Cancellation Peace of Mind is claimed, monies held must be used on a future cruise or tour and cannot be redeemed against the original cruise or tour departure date. Deposit held in credit will exclude fees imposed by third parties, including but not limited to air travel, rail travel, cruise lines and hotels. When booking airfares through Travelmarvel (including when taking advantage of a special offer that includes air travel), standard airline cancellation fees will apply. In some cases, airfares will be non-refundable. In the event of cancellation, these fees will be deducted from the deposit paid, and therefore the credit being held. Travelmarvel Deposit Cancellation Peace of Mind applies to new bookings only and is only valid up until 100 days prior to travel. After three years, unused credit funds will incur the original cancellation conditions as per brochure. This does not replace travel insurance, which you are required to purchase at the time of booking.

TRAVEL INSURANCE

Travel Insurance is not included in your holiday package. For your protection you are required to purchase comprehensive travel insurance that includes (without limitation) coverage for the cost of your holiday package, medical expenses, loss of luggage, cruise and land content and airfare charges that may occur due to cancellation, impossibility of performance or other frustration, disruption, loss of deposit or strikes and provide a copy to us.

TRAVEL INFORMATION & DOCUMENTS

After booking you will receive an invoice with all important information relevant to your holiday package. We strongly recommend you check the details carefully and read the included information. Please ensure that you check your flight timings carefully on your tickets, particularly early morning (am) departures. Approximately 21 days before departure you will receive your e-ticket together with your final itinerary. However in the case of late bookings, changes or late payment, tickets may be emailed to you.

SPECIAL REQUESTS

Where a special request (e.g. diet, room location, twin, double or triple bedded room, a particular facility at a hotel, flight seat requests and/or particular meals) is an important factor in your choice of holiday, you must advise us when your booking is made. Travelmarvel will pass your request onto the hotel, airline or other supplier but cannot guarantee that it will be accommodated. Travelmarvel will also pass on any dietary requests to the airline but we strongly recommend that you check directly with the airline once your tickets have been issued. The provision of any special request does not constitute a term of your contract with us. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

CREDIT CARD SURCHARGES

If you pay Travelmarvel by credit card, a credit card surcharge between 1% and 3% will be added your tour price.

IF YOU WANT TO CHANGE OR CANCEL YOUR HOLIDAY

CHANGES OR ADDITIONS TO YOUR HOLIDAY

If you want to change any part of your holiday arrangements after the invoice has been issued, we will do our best to make the change, but it may not be possible. Any request for changes must be made in writing by the person who made the original booking, or his or her travel agent. If it is possible to make the change, it will be subject to an administration charge and payment of any further costs incurred as a result of the change.

CANCELLATION POLICY

For all holiday packages in this brochure, the following Travelmarvel cancellation fees apply (in addition to charges of any independent suppliers e.g. airlines and hotels):

Days of Notice:	Fee Per Person
100 days or more	Loss of deposit
99-81 days	35% of holiday package price
80-61 days	50% of holiday package price
60 days or less	100% of holiday package price

All cancellations must be received in writing by Travelmarvel and are not effective until this notification has been received. If your holiday has commenced, 100% of the full holiday package price is charged. There is no refund for unused services or if portions of the holiday package are missed. Additional cancellation fees may also be charged in respect of accommodation reserved outside the holiday package dates. These cancellation fees are in addition to any fees that may be levied by Travelmarvel and your travel agent (if any). You acknowledge that the amounts estimated under the Cancellation Policy are reasonable and represent a genuine pre-estimate of Travelmarvel's loss and are otherwise reasonably necessary to protect the legitimate interests of Travelmarvel. If you request changes after Travelmarvel

has issued your documents, Travelmarvel may charge you an administration and processing fee of \$70 per person in addition to any applicable cancellation fees.

CANCELLATION OF TICKETED AIRFARES

A Travelmarvel cancellation fee of \$50 per person applies for ticketed airfares, in addition to any airline cancellation fees that are applicable.

CHANGES TO TICKETED AIRFARES

If you wish to amend the date or routing on your ticketed air booking, a Travelmarvel amendment fee of \$30 per person for the first change and \$85 for any subsequent changes will be charged in addition to airline change fees and additional taxes that are applicable. If, for any reason, a name change to a ticketed Airfare is required, a \$125 per person name change fee will apply for every change in addition to any applicable airline fees.

IF WE WANT TO CHANGE OR CANCEL YOUR HOLIDAY BROCHURE ACCURACY

Travelmarvel has endeavoured to ensure that the information given in this brochure about accommodation, itineraries etc., is correct to the best of its knowledge at the time of going to print. However, advertised descriptions, facilities and prices may change after publication. We recommend that you confirm the details of your chosen holiday package at the time of booking. Additionally, flight times, carriers and routes in the brochure are given for guidance only as there may be changes. Final details will be shown on your tickets. Holiday package or excursion itineraries may change or be different from those described in the brochure as a result of local conditions, weather conditions or annual events. Travelmarvel will endeavour to notify you of any significant changes prior to your departure.

FLIGHT CHANGES

The flight timings shown in our brochure, on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are set by airlines and affected by events outside our control. Scheduled and charter flight timings, and days of operation are also subject to change. Travelmarvel will advise you of any significant changes as soon as it is informed by the airline. Minor timing changes will be shown on your flight tickets. Any change in the identity of the airline, flight timings or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying any applicable cancellation fees except where specified in these booking conditions.

IF WE CHANGE OR CANCEL YOUR HOLIDAY

BEFORE YOUR DEPARTURE

If we change or cancel your holiday before your departure, Travelmarvel endeavours to provide you with all the services confirmed to you at the time of your booking. However, we plan arrangements a long time in advance of your departure date using independent suppliers such as airlines, hotels etc., over whom we have no direct control. On occasions changes do have to be made, and Travelmarvel reserves the right to cancel or amend holiday packages/excursions accordingly. All tours require a minimum number of bookings in order to be financially viable and to have a pleasant group atmosphere. In the event adequate numbers cannot be achieved, it may be necessary to cancel a scheduled departure and offer the nearest possible alternative date (or a refund of the monies paid for arrangements made by Travelmarvel).

FORCE MAJEURE

Force Majeure means the occurrence of an event that is beyond Travelmarvel's reasonable control and which could not have been reasonably prevented by Travelmarvel, which includes, but is not limited to: (a) war, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts; (b) natural disaster (including but not limited to flooding, fire, earthquake, landslide), adverse weather conditions, high or low water levels; (c) nuclear or other industrial accident causing environmental pollution or contamination; or (d) change in law, meaning, enactment, amendment (including repeal) in the law or administration of any law in Australia or any jurisdiction or territory relevant to the booking contract, which includes changes in statute, regulation, determination, by-law, declaration, licence and the common law as applicable from time to time.

TERMINATION OF BOOKING CONTRACT OR CHANGE OF TRAVEL ARRANGEMENTS DUE TO FORCE MAJEURE

If Travelmarvel, in its reasonable opinion, considers that any Force Majeure event prevents Travelmarvel (whether directly or through its employees, contractors, subcontractors and agents) from lawfully or safely providing any products or services subject of the booking contract with you, Travelmarvel may immediately by written notice: (a) terminate the booking contract (in whole or in part); or (b) change your travel arrangements as reasonably practicable to ensure your safety and invoice you for any additional costs.

LIMITATION OF LIABILITY IN THE EVENT OF FORCE MAJEURE

In the event that Travelmarvel cancels or changes your travel arrangements in any way due to a Force Majeure event, Travelmarvel will not be liable to you in contract, tort, statute or restitution for any loss (including, but not limited to, loss of deposit or purchase price and loss of enjoyment), damage, costs, charges, expenses or injury resulting from or in connection with (whether directly or indirectly): (a) the cancellation or change to your travel arrangements; or (b) the Force Majeure event. Travelmarvel is not liable to refund any part of the deposit or purchase price paid by you if Travelmarvel subsequently changes or cancels your travel arrangements in connection with a Force Majeure event.

Force Majeure events are unpredictable and beyond Travelmarvel's control. As you are required to purchase travel insurance to adequately protect yourself against these risks, your policy needs to respond to these risks. You acknowledge and accept that these terms are reasonably necessary to protect the legitimate interests of Travelmarvel

based on expected non-recoverable costs and expenses to be incurred by Travelmarvel, including but not limited to overhead expenses and works or services performed personally by Travelmarvel, leading up to the commencement of the holiday package, alternatively prior to the Force Majeure event.

ON HOLIDAY

NOISE AND VIBRATION

Travelmarvel takes reasonable steps to minimise noise and vibrations on its coaches and cruise ships. You acknowledge and accept that some noise and vibration may be experienced on vessels and coaches, which Travelmarvel is not liable to you for any such noise and vibration.

SEAT ALLOCATION ON COACH TOURS

To ensure all passengers enjoy forward and window facing seats, we have incorporated a daily seat rotation system. This system is not able to be adjusted to suit individual needs under any circumstances.

LOCAL PURCHASES

Travelmarvel is not responsible for any items you may purchase locally ie: jewellery/furniture etc. You acknowledge that you are solely responsible for any import duty or freight costs.

PERSONAL BELONGINGS & LOST ITEMS

For security reasons valuables should be kept to a minimum and packed in your hand luggage along with your medicines, camera, electrical or battery-operated appliances, as well as basic essentials such as a change of clothing and toiletries. It is your responsibility to look after your property at all times and you must ensure you are adequately covered by comprehensive travel insurance in the event of any loss.

DISRUPTION TO ITINERARY ARRANGEMENTS

Itineraries are intended as a guide only and are subject to alteration without notice. Alterations may be necessary for various reasons including without limitation, road or weather conditions, strikes or other reasons beyond Travelmarvel's reasonable control. Travelmarvel cannot guarantee exact arrival and departure times for carriers and operators used by Travelmarvel and Travelmarvel will not be liable for failure to make connections with any other services or attractions beyond its control.

ON RETURN FROM YOUR HOLIDAY

DATA PROTECTION POLICY

Any personal information (including sensitive information and health information) that Travelmarvel obtains and retains from you or about you is necessary for our business purposes. Our Privacy Policy details why we collect this information, who we may disclose it to (including overseas recipients), and the main consequences if we do not collect it. Our Privacy Policy also contains information about how you may seek access to, or correction of, the personal information held about you, and our complaint resolution procedures. Our Privacy Policy is available at www.travelmarvel.com.au/privacy or by request to us. By providing personal or sensitive information to us, you are agreeing to the terms of our Privacy Policy.

GENERAL INFORMATION

LIMITATION OF LIABILITY

1. Our holiday packages include the services of independent providers, such as hoteliers, airlines, cruise companies and other operators, who are not agents, servants or employees of Travelmarvel. Although we take care in selecting the independent service providers and the optional excursions conducted by some independent service providers, Travelmarvel is not responsible for the conduct of the independent service providers, their servants and agents or for any ramifications of that conduct. Optional excursions may, depending on your holiday package, include activities such as climbing, exploring, bike riding, swimming and snorkelling. You accept and assume the risk involved with these activities.
2. If, in the opinion of any representative of Travelmarvel, your mental or physical condition, or general behaviour is such as to affect your own health and safety, render you incapable to care for yourself, cause you to become a hazard to yourself or other passengers or result in you becoming objectionable to other passengers or staff, you will not be permitted to embark or continue on the whole or any part of the holiday package. Abuse or harassment of any kind toward crew, contracted suppliers or other guests may result in immediate removal from the tour or cruise. Travelmarvel is not liable to you for any costs associated with such decision and you will not be refunded for any part of the holiday package.
3. Travelmarvel accepts no responsibility for any death, injury, illness, loss (including loss of enjoyment), damage, detention, delay (including mechanical breakdown) beyond its control.
4. Any term, condition or warranty express or implied by statute or otherwise in respect to the holiday packages contained in this brochure are excluded to the full extent permitted by law. Nothing in these booking conditions excludes, restricts or modifies the application of the Competition and Consumer Act 2010 (Cth) as amended, consolidated, supplemented or replaced.
5. To the full extent permitted by law, Travelmarvel's liability arising under or in connection with these booking conditions: (a) is limited to the re-supply of the products or services or the payment of the cost of re-supply of the products or services to you; and (b) excludes liability for any indirect or consequential losses suffered by you or any third party, howsoever caused, including but not limited to pure economic loss or any special, extraordinary or punitive damage to you or any other party.
6. Your travel agent will forward deposits and other payments to us on your behalf, but your travel agent is not our agent for the purpose of receipt of monies. Receipt of deposits and subsequent payments by the travel agent does not constitute receipt of those monies by us and the travel agent has no authority expressed or implied to receive monies on our behalf. There is no liability on the part of Travelmarvel in respect to any monies paid to your travel agent unless and until Travelmarvel notifies you (by way of a booking confirmation advice or payment receipt advice) that monies have been received by Travelmarvel. Travelmarvel reserves the right to cancel any ticket or booking or refuse to carry any passenger where payment has not been received by Travelmarvel within the specified time.

RESPONSIBLE SERVICE OF ALCOHOL

Our staff are trained in the Responsible Service of Alcohol and are obligated by law to refuse service to any guest who, in their reasonable opinion, appears to be or is intoxicated, or behaves in an aggressive or offensive manner.

MEDICAL ASSISTANCE

Travelmarvel does not employ medical staff on our tours. If you require medical attention, local medical services can be contacted immediately. You are responsible for all charges that result from visiting a medical facility, or for a medical practitioner visiting you. Travelmarvel is not responsible for the type or quality of the medical services you may receive.

SMOKING

Government regulations forbid smoking in tourist coaches, however frequent stops are made for those wishing to smoke. Smoking is not permitted in twin share 'matched' rooms. Requests for smoking/ non smoking rooms will be passed on to hotels but cannot be guaranteed.

SERVICE ENQUIRIES

If a problem occurs during your holiday you should, in your own interests, advise your Tour Director so that steps can be taken to resolve the matter. If you remain dissatisfied, any complaint must be made in writing to Travelmarvel within 30 days.

LUGGAGE LIMITS

Each passenger is entitled to take one piece of luggage that does not exceed 160 cm (63 inches), or weigh more than 20 kg (44 pounds). Dimensions for checked baggage are calculated by adding together the width, height, and depth of the piece of baggage. An extra charge will be imposed to cover portage handling of any additional luggage. Your tour/cruise director will advise you of the exact additional charge.

TRAVELMARVEL CLUB

Details including the full range of benefits and conditions may be viewed on our website at www.travelmarvel.com.au/club

MAPS WITHIN THIS PUBLICATION

Note that maps may not be to scale.

IMAGES WITHIN THIS PUBLICATION

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