

## Terms & Conditions

For Australia and New Zealand bookings made on or after 31<sup>st</sup> January 2021

### Key points:

You enter into a booking with us when we issue our confirmation email. Should you cancel, any refund due depends upon the time before departure. See clause 4 for full information.

We can change and cancel your booking. We are responsible to you for providing your trip but there are legal limits. Please see clauses 6 and 7 for more information.

It is your responsibility to acquaint yourself with the travel advice provided by your national government websites for your destination:

For Australia, <https://smartraveller.gov.au/guide/all-travellers/everyone/Pages/advice-for-all-travellers.aspx> and <https://dfat.gov.au/geo/pages/country-briefs.aspx>

For New Zealand, <https://www.safetravel.govt.nz/quick-checklist-and-tips> and <https://www.safetravel.govt.nz/travel-advisories-destination>

Whilst on the trip, you are covered by our insurance in respect of personal accident, evacuation and emergency medical requirements. Any undisclosed medical conditions will invalidate the insurance cover, so we request that full particulars of all medical conditions are declared upon application. New conditions must be communicated to us as soon as you become aware of them.

We strongly advise that to protect yourselves, as far as possible, against any funds lost due to cancellation, by taking out adequate and valid cancellation insurance.

You will require your own insurance for personal belongings and personal money.

### 1. Our details

Your booking is with World Challenge Expeditions Pty Ltd ACN 104 769 584] t/a World Challenge and registered address at Level 3, Suite 3.02, 11 Queens Road, Melbourne, Victoria 3004 (“we”, “us”, the “Company”, “World Challenge”, or “our”).

### 2. Your trip booking

- a. An application form must be completed which refers to these booking terms. Your application is used to capture personal and medical information and, as applicable, your payment options.
- b. As applicable, your School may have elected for two methods of booking and payment, either:
  - i. The parent/legal guardian will be responsible for making payments direct to the Company; or
  - ii. The School will be solely responsible for making payments direct to the Company and it is your responsibility to agree with the School how and when you pay the School (“**School Organised Booking**”)
- c. The trip booking is made on the terms of these booking conditions. The person making the booking (the “lead name”) must be 18 years old or over. A booking which is a legally binding agreement between the lead name and us will exist as soon as we issue our confirmation email (the “Booking Confirmation”). For School Organised Bookings a confirmation for the entire School Organised Booking may only be issued once we receive confirmation and agreement to the Booking form from the School.
- d. All references to “you”/“your” in these booking terms means any and all of the following persons (as the context requires): (i) where the person who is travelling, or intends to travel, on the trip is 18 years of age or older at the date of Booking Confirmation, that person; (ii) where the traveller is less than 18 years of age at the date of the Booking Confirmation: the lead name. For the avoidance of doubt the

“lead name” may be a parent, legal guardian or School. Where the representative of the School makes the booking the lead name is the School. A School may be a lead name for more than one traveller.

- e. Any reference to the “School” is a reference to the School or college who has procured the trip and booked for a traveller as at the date the Booking Confirmation is issued. A “traveller” or “participant” is any person whom the lead name has booked, or otherwise arranged with us, to participate in the trip.
- f. Travellers who are students travelling as part of a School group are only eligible to take part in the trip if they are a student enrolled at the School signed up to the trip as at the date they signed up and provided they at all times comply with all conduct requirements and disciplinary policies of the School. We reserve the right to withdraw a traveller from a trip and cancel their booking if we are informed by either the School or parent/legal guardian that the traveller has failed to satisfy these requirements. In such cases, the cancellation charges in clause 4 will apply.
- g. Where the traveller is part of a School group we will liaise with the representatives from the School to coordinate group activities, meetings and/or training events in the build up to the trip. However, the lead name is still considered the customer and we will deal with that person with regards to all elements included in these terms. For the avoidance of doubt should members of your School (including teachers and other staff) no longer desire to participate in the trip then, at our discretion, we may still run the trip without the School’s involvement. The non-attendance of representatives of the School constitutes an insignificant change for the purpose of paragraph 7(b) of these terms.
- h. Where the School or parent/legal guardian is booking on behalf of a traveller under 18 years old at the point of application, we will include both the parent and child in subsequent correspondence. We will continue to liaise with the School and parent/legal guardian regardless of whether a traveller turns 18 years old after the Booking Confirmation has been confirmed and prior to the departure date.
- i. When you receive the Booking Confirmation please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those of traveller(s). Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in the passport differ from those on the ticket. If there is an obvious error on the Booking Confirmation email, we reserve the right to correct it as soon as we become aware of it but will do this within 7 days of issuing the Confirmation email. Travel documents will be available on our online customer portal known as ‘My World Challenge’. We will email you (to the address given to us by the lead name at the time of booking) fitness, medical and other documentation not available online as and when required depending on your circumstances and type of trip.
- j. Trips are purchased on the basis of indicative itineraries and are subject to change. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc.) depending on the type of trip. This will have been advised to you at the time of booking.
- k. In some products technical activities including but not limited to zip lining, cycling, paddlesports, snorkelling, scuba diving, horse riding are sometimes optional and not included in the price and will require an additional local payment if chosen.
- l. Tourist taxes or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your trip price.
- m. The personal safety of travellers is of paramount importance to us and therefore it is imperative that you declare on the application form any condition, medical or otherwise, that might affect any traveller or other people’s enjoyment and/or safety of the trip. You must declare the true nature of any medical condition of all travellers relevant to your booking at the time of applying, and make arrangements for the provision of any medication or other treatment which may be required during the trip, including but not limited to any traveller who is suffering or who has suffered from mobility impairment, disability, medical conditions, illness or undergoing/undergone treatment for any physical, conditions relating to mental health and/or any other medical condition(s). Failure to make such disclosure or update us at any time of any relevant circumstances change, will constitute a breach of these conditions and could result in such persons being excluded from the trip in which case, without prejudice to any other rights

or remedies of World Challenge the cancellation charges in clause 4 will apply. Please contact us by phoning 1300 728 568 (AUS) or 0800 456 134 (NZ) or email [support@myworldchallenge.com](mailto:support@myworldchallenge.com) to discuss any such requirements.

- n. It is a condition of your booking that you and all travellers provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. For the United Kingdom, it may be referred to as 'E-Borders'. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay.
- o. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your chosen trip including the cost of any supplements, upgrades or additional facilities which you have requested.
- p. By making the booking, the lead name accepts warrants: (i) it is authorised to book the traveller on the trip and to disclose all information it has provided about the traveller to us for this purpose and authorise World Challenge to correspond with the traveller and their parent/legal guardian in relation to the trip; (ii) full responsibility for any damage or loss caused by you or any traveller under your booking; (iii) each traveller under your booking will comply with the terms of all written consents and acknowledgements they have provided and all of our policies and rules as published from time to time; (iv) each traveller and their parent/legal guardian accepts, the risks and hazards in adventure travel, including injury, disease, loss or damage to property, inconvenience and discomfort, and that each traveller undertakes the trip at their own risk and volition.

### **3. Price, Paying for Your Trip and Insurance**

- a. You will be quoted a price for the full trip at the point of application, by the World Challenge representative who sold you the trip. In some cases, itineraries are tailored to requirements by the School and as such prices may vary.
- b. The price quoted by us covers the cost of planning and operating the trip, any pre-departure training, specialist equipment, supplies, administration and travel (between the agreed point of departure and the destination country).
- c. The price does not include vaccination fees, cost of travel to the agreed point of departure and cost of travel from the agreed point of return (including attending training events), passports, visas and related charges, activities (unless otherwise stated in the itinerary), the traveller's own prescribed medical requirements, personal equipment, clothing, personal spending money, additional insurance for cancellation, personal belongings and personal spending money.
- d. For School Organised Bookings the price per traveller quoted to the School is based on a minimum number of 12 persons. Should the School wish to proceed with less than 12 persons the price per traveller will be adjusted accordingly, and you will be responsible for any increased sum which the School passes on to you.
- e. For School Organised Bookings the School is responsible for paying us a first instalment based on 12 persons at a price of \$500 per person (the "**Initial instalment**"). Unless stated otherwise on the Booking Form, thirty (30) days after the Initial Instalment the School shall confirm the number of confirmed participants and, if this is greater than 12, shall pay a further Initial Instalment at a rate of \$500 for each additional confirmed participant. The remainder of the balance shall be paid in instalments at dates agreed with the School. It is your responsibility to ensure you obtain this information from the School and pay the School on time.

- f. For other bookings, payments are due in instalments as part of a payment plan chosen by you during the application process. Your first instalment is required on application and can be paid online. We do not accept AMEX. A surcharge of 1.25% will be added to any payments made to us by credit card to cover the merchant facility and administration costs that we incur.
- g. Direct debits payments are due in accordance with the banker's mandate. All other payment methods are due as specified to you by us. Where possible please pay all sums via direct debit, auto pay or payment through the portal.
- h. For School Organised Bookings we cannot accept any payments direct from travellers and these must be made to the School.
- i. Please note that any monies paid by travellers or members of the School and paid to the School are held by the School on trust for the travellers until such time as the Company has received that money.
- j. The balance remaining after all instalments have been made of the price of your travel arrangements must be paid no later than ninety (90) days before your departure date, unless stated otherwise in the Booking Form or a Participant's agreed payment plan. If the balance is not paid on time, we shall cancel your travel arrangements and our cancellation terms will apply if the amount actually paid to us is less than that which we are entitled to retain, you shall promptly pay such shortfall to us.
- k. You may also be required to pay for any non-transferable and non-refundable items, such as special air fares, tickets or entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.
- l. Each traveller is covered by our insurance in respect of personal accident, evacuation and emergency medical requirements during the trip. Any undisclosed medical conditions will invalidate the insurance cover applicable to the traveller. We request that full particulars of all medical conditions are given at the latest sixty days prior to the departure date.
- m. Each traveller will require their own insurance cover for personal belongings and personal money. We also strongly advise you take out adequate and valid cancellation insurance to protect all travellers, as far as possible in the event that our cancellation terms apply.

#### 4. If You Cancel Your Trip

You may cancel the booking or withdraw a traveller from your booking at any time subject to the following. Written notification from the lead name must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges (pro rata per traveller) as follows (see also the exception below). World Challenge is not legally required to offer a 14-day cooling off period but chooses to do so for all bookings which entitles you to a full refund should you choose to cancel within this period. The 14-day period commences on the date your booking is confirmed.

Period before initial departure date in which you notify us	Cancellation charge
More than 9 months	Initial Instalment amount
More than 6 months	15% of the trip price
More than 3 months	30% of the trip price
More than 30 days	60% of the trip price
Less than 30 days	90% of the trip price

#### Notes

(i) We strongly advise that to protect yourselves, as far as possible, against the cancellation charges detailed above, by taking out adequate and valid cancellation insurance.

(ii) The cancellation charge is a percentage of the total quoted price of the trip. It is not the percentage of the amount you have paid so far. You are liable for any shortfall.

(iii) For the avoidance of doubt any cancellation will be subject to the terms above, it is your responsibility to, if/wherever possible, claim such funds back under your relevant policy of insurance.

(iv) reference to Trip Price means either (a) the entire price for the Trip for all confirmed participants where it is a School Organised Booking; OR (b) the total cost per participant for all other bookings.

You acknowledge and agree that the percentage amounts referred to in the table above represents a genuine pre-estimate of the losses which World Challenge may and/or will incur if the trip is cancelled or a traveller is withdrawn from the trip. You further acknowledge and agree that a cancellation charge is reasonable in order to protect the legitimate interests of World Challenge.

Your booking may be cancelled if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances you have the options set out in clause 7(b) below. We will observe and act in accordance with advice provided by the Australian Department of Foreign Affairs and Trade or New Zealand Ministry of Foreign Affairs and Trade (as applicable).

For the purposes of these terms and conditions “unavoidable and extraordinary circumstances” include but are not limited to: war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), epidemic, significant risks to human health such as the outbreak of a serious disease at the overseas travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened).

#### **5. If You Change Your Booking**

If, after the Booking Confirmation has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible and will depend on the specific product type and itinerary chosen.

Where the lead name is a School, the School may replace a traveller with another traveller, who satisfies all the conditions that apply to the booking, by giving us written notice in writing at least 90 days before departure provided we receive all of the relevant information and consents necessary in relation to the trip, and you have paid all additional costs, including additional fees imposed by carriers and third party suppliers, resulting from such transfer.

#### **6. If We Cancel Your Booking**

We reserve the right to cancel your booking on the terms set out under this Agreement. We will not cancel less than 4 weeks before your departure date, except for unavoidable and extraordinary circumstances (as defined in clause 4), or failure by you to pay the final balance, or because the minimum number of traveller’s required for the trip to go ahead hasn’t been reached. The minimum number is specific to each trip and depends on various factors. We will always endeavour to merge a group less than the minimum number, with another group where possible. Where there is a School involved in the trip this may not be possible due to supervisory considerations and School policies. In the event that we cancel the trip due to the minimum number not being reached you shall receive a full refund of monies paid. If a merge is possible, we would view this as an insignificant change as outlined in 7 (b) ‘Changes other than price’.

#### **7. If We Change Your Booking**

##### **(a) Changes to the price**

We can change your trip price after you’ve booked, only in certain circumstances:

Changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another trip if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel, you must do so within the time period shown on your final payment. Should the price of your trip go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses of \$50. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

#### **(b) Changes other than the price**

It is a term of your booking that we can make reasonable changes to any aspect. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include, but are not limited to, changes to your itinerary, changes to trek routes or specific activities, alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation or transport providers, changes of carriers, or merging of trips. What is insignificant must be judged against your particular trip and facts surrounding the same.

If for circumstances beyond our control we alter significantly any of the main characteristics of the travel services that make up your package or cancel the trip, you will have the rights set out below:

- i. Where there is a significant alteration of the services, accept the altered travel services and where there has been a reduction in services, a credit note to the value of the reduced service as reasonable determined by World Challenge; or
- ii. Accept an alternative trip, where we offer one (and we will refund any price difference if the alternative is of a lower value); or
- iii. Accept a credit note to the value of payments made by you to us prior to notice of the alteration of the travel services where such credit note can be applied to any expedition and/or tour offered by World Challenge launched by the School. The credit note may only be transferred to another student enrolled at the School. The credit note cannot be redeemed for cash; or
- iv. Accept a refund of the sums you have paid less the applicable cancellation charges under clause 4. For the avoidance of any doubt, you will only receive a refund where, at the relevant time, the sums already paid under the Agreement to World Challenge exceeds the applicable cancellation charges under clause 4.

We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly because if you do not respond to us within the timescale given your booking may be cancelled.

The above options we offer do not exclude you from claiming more if you are entitled to do so.

#### **8. Our Liability to You**

We will not be liable where any failure to perform or improper performance of the travel services is due to (i) you or a traveller under your booking; (ii) a third party unconnected with the provision of the travel services

in the package and is unforeseeable or unavoidable; or (iii) unavoidable and extraordinary circumstances (as defined in clause 4).

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of the booking with respect to the specific traveller who is the subject of the claim and you indemnify us for any claim by a traveller under your booking against us for an amount greater than the foregoing limitation of our liability. If we compensate you in respect of these terms and conditions, then you agree to transfer to us any rights you may have in order to take action against a supplier, employee or any other person or entity relating to the reason why the compensation payment was made, and to claim back from those foregoing persons the compensation paid to you.

Our liability will also be limited in accordance with and/or in an identical manner to the following:

a) You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will also apply to you and any traveller under your booking on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that the conditions, disclaimers and limitation of liability provisions set out in those terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your trip to provide you with a copy of any of the conditions applicable to your journey. The airline's terms and conditions are available on request. We will tell you the identity of the air carrier when you book with us and if it is not known at that time or subsequently changes, we will inform you as soon as possible and no later than at check-in for your flight; and

b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from [support@myworldchallenge.com](mailto:support@myworldchallenge.com).

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your trip.

We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those that you would normally expect in your own country. The suppliers of the services and facilities included in your trip should comply with local standards where they are provided. The application is accepted on the understanding that you realise the hazards and possible risk involved in adventure travel, including injury, disease, loss or damage to property, inconvenience and discomfort, and agree that the traveller undertakes the trip at their own risk and volition. The whole philosophy of adventure travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each trip must therefore be taken as an indication of what the travellers should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

We work with third party providers of activities and services. Travellers are not permitted to participate in activities that are not approved by World Challenge and/or that are not provided by World Challenge approved providers. Should Participants or the School arrange any additional activity outside of the itinerary and inclusions of the Trip then it does so at its own expense and own risk and will create a separate and direct contract with the relevant provider. This shall include, but not be limited to, meetings or visits to other Schools in the destination.

For the avoidance of doubt this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on trip for which liability rests with the excursion provider and not us.

To the maximum extent permitted by law, the lead name releases World Challenge from any claim, suit, action, or proceedings in respect of the removal or withdrawal of a traveller under its booking from the trip in accordance with this Agreement.

## **9. Complaints**

If you have a complaint about any of the services included in your trip, you must inform us by phoning 1300 728 568 (AUS) or 0800 456 134 (NZ) or email [support@myworldchallenge.com](mailto:support@myworldchallenge.com) without undue delay and we will endeavour to put things right.

If you are not happy with the action in response, please follow this up within 28 (twenty-eight) days of notification of the complaint (or, in respect of complaints notified whilst you are on the trip, 28 (twenty-eight) days of return home) by writing to us at Level 3, Suite 3.02, 11 Queens Road, Melbourne, Victoria 3004, Australia or World Challenge, PO BOX 11007, 37 Wilkinson Rd, Ellerslie, 1060, New Zealand. We will acknowledge written notification within 7 days and aim to provide a full response within 28 days.

## **10. Additional assistance**

World Challenge provides 24-hour support to travellers on our trips. This support is provided by teams based in both the UK and Australia as well as third party providers engaged by World Challenge and includes, but is not limited to assistance with emergencies, illness, injuries, mental health, child safeguarding, logistical issues, natural disasters, evacuations and repatriations. If an illness or injury requires a team member to be moved to a more advanced medical facility, or repatriated, we can call on the help of our medical assistance partner who may be able to assist. Repatriation may take several days depending on the location and condition of the injured person.

## **11. Passport, Visa, Immigration, Health, Fitness requirements**

### **a. Passport and Visa**

A traveller's specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if a traveller cannot travel because you or the traveller has not complied with any passport, visa or immigration requirements. Passport information should be submitted to us no later than 6 months prior to travel.

### **b. Health & Fitness**

- i. The traveller or parent/legal guardian (if the traveller is under 18 years), must sign the online application (or email us if the traveller has completed their own online application) to give their consent to take part in the trip and to receive medical treatment in an emergency.
- ii. Any medical declarations made in clause 2m are categorised using an internal algorithm. Most cases require information from the traveller's personal physician/specialist to determine if they can partake in the trip and you agree to provide that confirmation if requested.



- iii. Medical Support Plans are employed where applicable to document any strategies that can be implemented by the Adult Leadership team to support a condition during the trip. It is your responsibility to ensure the traveller carries all relevant medication and medical supplies applicable to the traveller's personal medical condition as well as ensure that, during the trip, the traveller's medication and/or condition is managed as per their physician's advice. The taking of medication is the sole responsibility of the traveller.
- iv. Any undisclosed medical conditions will invalidate the individual's trip insurance cover. We request that full particulars of all medical conditions are submitted at the latest sixty days prior to the departure date.
- v. If you need to withdraw on medical grounds, then any refund will be calculated as outlined in clause 4. For this reason, we strongly advise you and travellers to take out an insurance policy that covers pre-departure medical cancellation.
- vi. Any self-harm by a traveller during a trip, (including as a result of a pre-declared medical condition cleared by your physician) is considered grounds for repatriation at the expense of the customer.
- vii. Travellers must be deemed fit and able to complete the trip. You will be advised at the time of booking if fitness testing of travellers is required for your specific trip. Failure to meet the minimum fitness level required may affect the traveller's suitability to take part in the trip, and we reserve the right to terminate your booking.

### **c. Travel requirements**

We use destination risk analysis through a combination of our own private global intelligence sources and publicly available sources (including national governments) to assess if a trip can operate. It is your responsibility to acquaint yourself with the travel advice provided by your national government websites for your destination country:

For Australia, <https://smartraveller.gov.au/guide/all-travellers/everyone/Pages/advice-for-all-travellers.aspx> and <https://dfat.gov.au/geo/pages/country-briefs.aspx>

For New Zealand, <https://www.safetravel.govt.nz/quick-checklist-and-tips> and <https://www.safetravel.govt.nz/travel-advisories-destination>

Where applicable we conduct pre-departure training with travellers to prepare them for the trip. We will advise you if this is a requirement for your trip.

### **12. Supervision & Conduct**

On all types of trips travellers are supervised by one or more experienced person(s) appointed to lead the trip. These persons will work together as an 'Adult Leadership team' operating in line with our risk assessments and safety standards. These roles will vary depending on the type of product but can be broadly defined as:

- a) World Challenge Leader – experienced adult, recruited, trained and appointed by us to lead Expedition trips.
- b) School Leader – adult representative from the School or college who works alongside the World Challenge Leader in the case of Expedition trips, or alongside a local tour guide in the case of our Journeys product. Numbers of appointed School leaders depend on team sizes, ratio requirements and the School's own policies.
- c) World Challenge Guide – appointed by our local partners under contract to us for the duration of a Journey trip.

Travellers on the trip will not be insured under our insurance policy unless they are being directly or indirectly supervised by the adult leadership team. A parent/legal guardian of a traveller under 18 years of age should ensure their child is under adult supervision where they are joining a team locally in the

destination or leaving a team locally in the destination. These arrangements should be discussed and agreed in writing with us before the trip commences.

Each traveller must abide by our traveller code of behaviour. Visit <https://weareworldchallenge.com/wp-content/uploads/2021/02/Adult-Leader-Code-of-Conduct.pdf> to view and in that code a traveller is referred to as the 'Participant'.

If a traveller under your booking does not adhere to this code of behaviour, or a traveller's behaviour is deemed by us or the Adult Leadership team as unacceptable or has the potential to cause harm to him/herself or other people, then we may terminate the booking with respect to that traveller and withdraw that traveller from the trip at your cost and with no further liability on our part. For the avoidance of doubt, whilst a trip is in progress, all decisions shall be made by us (or the Adult Leadership team on our behalf). You and each traveller must act in accordance with all instructions from us and the Adult Leadership team. A failure to comply with the foregoing could result in a traveller's participation being terminated, and it will be your responsibility to pay for the cost of an early return to the traveller's point of departure.

We do not condone the use of alcohol by any traveller, regardless of age. Excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury, and/or death. You should also know that the underage use of alcohol or ANY use of illegal drugs can result in imprisonment or death under local laws.

If a traveller is disruptive and prevented from boarding your outbound flight from the home destination, we will treat the booking with respect to that traveller as cancelled by you from that moment, and you will have to pay full proportionate charges applicable to that traveller (see clause 4). If this occurs overseas, then you will become responsible for that traveller's return home and any other members of your group who cannot or will not travel without that traveller. We will not be liable for any refund, or compensation or any costs or expenses you incur.

If a traveller is refused carriage because of their behaviour, or they are under the influence of alcohol or drugs, the airline may pass on the traveller's details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you or the traveller to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you.

As a result of a traveller's behaviour during any stage of the trip, we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by the traveller, (ii) compensating any passenger, crew, staff or agent affected by the traveller's actions and (iii) diverting the aircraft or cruise for the purpose of removing the traveller. Criminal proceedings may also be instigated.

### **13. Data Protection**

We will use and process your data in accordance with our privacy policy which be found here <https://weareworldchallenge.com/wp-content/uploads/2021/02/World-Challenge-Privacy-Policy-1.pdf>

### **14. Dispute Resolution**

- (a) Except for disputes relating to fees owed by the School to World Challenge, all other dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved as follows:
  - i. a party must first provide the other party with written notice with a detailed description of the claim including the nature of the claim, the factual and legal basis for the claim, and the relief demanded ("**Notice of Dispute**"). Within twenty (20) business days of receipt of a Notice of Dispute, the receiving party must provide a written response.

- ii. Within twenty (20) business days of receipt by the response to the Notice of Dispute, one or more senior officers of both parties will meet at a mutually agreed time and place (either in person, or by phone or video call) to reach a mutually acceptable resolution to the claim at this meeting.
  - iii. The parties further agree, if the claim is not resolved at or prior to the meeting set forth above that for a twenty (20) business day period negotiate and seek to agree to a resolution of the claim.
  - iv. Only after all of the steps set out above have been completed and if the claim remains unresolved then the Parties can, at their option, proceed to assert the claim in accordance with the ADC Rules for Domestic Arbitration, 2019 as modified by the dispute resolution process under these terms and subject to the necessary changes to provide that unless the parties otherwise agree in writing, the arbitrator may not consolidate or join more than one person's or party's claim, and may not otherwise preside over any form of consolidated claim, representative, class or proceeding. Also, the arbitrator may only award relief in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim.
- (b) The parties agree that subject to the foregoing required steps, all disputes and claims shall be resolved exclusively through final and binding arbitration rather than in court or tribunal where the seat of arbitration shall be Melbourne and the language of the arbitration shall be English and number of arbitrators shall be one.

## **15. Law and jurisdiction**

This booking is governed by the Law of the state of Victoria, Australia, and the jurisdiction of the Australian Courts. If any provision of this Agreement is found by any court or other competent authority to be wholly or partly unfair, void or unenforceable, the relevant provision(s) shall be read down in a manner to make it, to the extent possible, valid and enforceable and if that is not possible, then it will be severed and the validity of the rest of the Agreement and the rest of the relevant provision shall not be affected and shall remain valid and enforceable to the extent permitted by law.