

Traveller Terms & Conditions (Australasia)

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 clause 6 and clause 7 for more information.

Whilst on the trip, you are covered by our insurance cover 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, you take 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 5/163-165 Eastern Rd, South Melbourne VIC 3205 (“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 and conditions. Your application is used to capture personal and medical information and your payment options.
- b. 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”). 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 (“traveller”) 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, any and all of the following persons, adopting a wide construction of the term: (A) the traveller; (B) lead name. Where “you” as defined comprises two or more persons, then we satisfy our obligation to the persons comprising “you” when we satisfy the obligation to any one of them.
- c. 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 (the school signed up to the trip) and 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 parents/legal guardians that the Traveller has failed to satisfy these requirements. In such cases, the cancellation charges in clause 4 will apply.
- d. Where you are travelling as part of a school/college group we will liaise with the representatives from the school/college 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 you with regards to all elements included in these terms.
- e. Where parents/legal guardians are booking on behalf of a traveller under 18 years old at the point of application, we will include both the parents and child in subsequent correspondence. We will continue

to liaise with parents/legal guardians regardless of whether a traveller turns 18 years old after the Booking Confirmation and prior to the departure date.

- f. 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 in your passport. 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 your passport differ from those on your 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 Booking 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.
- g. 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. Where an 'Expedition' has been booked the final itinerary will be tailored by the travellers as part of the pre-departure preparation.
- h. For Expedition 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.
- i. Tourist taxes, resort fees 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.
- j. Your personal safety 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 your or other people's enjoyment and/or safety of the trip. Anyone suffering or who has suffered from mobility impairment, disability, medical conditions, illness or undergoing/undergone treatment for any physical, psychological or medical condition(s) must declare the true nature of such condition at the time of applying and make arrangements for the provision of any medication or other treatment which may be required during the trip. 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@worldchallenge.com.au to discuss any such requirements.
- k. It is a condition of your booking that you and all members of your party 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. 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.
- l. 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.

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. Itineraries as part of our Expedition product range 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), the traveller's own prescribed medical requirements, personal equipment, clothing, personal spending money, additional insurance for personal belongings and personal spending money.
- d. Our trips are paid for in instalments as part of a payment plan chosen by you on the application form. Your first instalment is required on application. If you apply using the application form, the first payment should be made via bank transfer including your unique ID number. If you apply online you can pay online or by bank transfer or BPAY. 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.
- e. Direct debits payments are due in accordance with the banker's mandate. All other payment methods are due as specified to you by us.
- f. The balance remaining after all instalments have been made of the price of your travel arrangements must be paid no later than 60 (sixty) days before your departure date. 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.
- g. 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.
- h. The 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 individual's insurance cover. We request that full particulars of all medical conditions are given at the latest sixty days prior to the departure date.
- i. You will require your own insurance cover for personal belongings and personal money. We also strongly advise you take out adequate and valid cancellation insurance to protect you, as far as possible in the event that our cancellation terms apply.

4. If You Cancel Your Trip

You may cancel your travel arrangements 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 as follows (see also the exception below) except in the case where under the law applicable in your jurisdiction you are entitled to a cooling off period, in which case you are entitled to a full refund, if you cancel within 14 days of making your booking:

Time before departure date (or departure month if date is unknown) that written notice of withdrawal is received by us	% of total trip price you will be charged
Less than 1 month	100%
Less than 3 months	90%
Less than 9 months	60%
Less than 15 months	30%
More than 15 months	10%

Notes

- (i) We strongly advise that to protect yourselves, as far as possible, against the cancellation charges detailed above, you take 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.
- (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.

You can cancel your booking without paying cancellation charges 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, we will arrange for your booking to be terminated and for you to receive a full refund. 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), the inability of airline(s) to operate flights as a result of the United Kingdom’s decision to leave the European Union (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace), epidemic, significant risks to human health such as the outbreak of a serious disease at the 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.

6. If We Cancel Your Booking

We reserve the right to cancel your booking. 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 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 8(b) ‘Changes other than the price’.

In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 4).

Period before departure in which we notify you	Amount you will receive from us (in AUD/NZD)
More than 18 Months	\$0
More than 12 months	\$5
More than 6 months	\$10
More than 4 months	\$15
More than 42 days	\$20
Less than 42 days	\$25

This table does not preclude you claiming more if you are legally entitled to do so.

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 incurred. 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 are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include diversions to other destinations due to changes in travel advice, 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 and transport providers to, changes of carriers.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- i. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative trip, where we offer one (we will refund any price difference if the alternative is of a lower value). 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.
- ii. If you choose to accept a refund: we will pay compensation as detailed in clause 6 of these terms, except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer does 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 another member of your party; (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 your travel arrangements. 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 apply to you 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 all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us 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.

WHERE THE LEAD NAME AND TRAVELLER ARE DIFFERENT PERSONS, THE LEAD NAME AS A SEPARATE AND INDEPENDENT OBLIGATION HOLDS HARMLESS AND INDEMNIFIES, AND KEEPS INDEMNIFIED, THE COMPANY AGAINST ANY LIABILITY THE COMPANY HAS, OR MAY HAVE: (A) TO THE TRAVELLER; AND/OR (B) THAT ARISES BECAUSE ANY LIMITATION OF LIABILITY UNDER THIS AGREEMENT DOES NOT APPLY OR CANNOT BE ENFORCED AGAINST THE TRAVELLER AND/OR YOU DUE TO ANY LAW. THE FOREGOING INDEMNITY GIVEN BY THE LEAD NAME TO THE COMPANY APPLIES WHETHER OR NOT EITHER THE LEAD NAME OR THE COMPANY KNEW OR OUGHT TO HAVE KNOWN ABOUT ANY FACT OR CIRCUMSTANCE WHICH GIVES RISE TO A CLAIM UNDER IT. THE LEAD NAME WARRANTS TO THE COMPANY THAT THE TRAVELLER WILL COMPLY WITH EACH AND ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

You can ask for copies of the travel service contractual terms, or the international conventions, from [support@worldchallenge.com.au]. Under EU law (Regulation 261/2004) and/or Montreal Convention, you may have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. In relation to your rights under EU law (Regulation 261/2004), full details will be publicised at EU airports and available from airlines. However, reimbursement in any such cases will not automatically entitle you to a refund of your trip cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.

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, details of which are provided to travellers in their travel documentation. 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.

Note: 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.

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@worldchallenge.com.au without undue delay, who will endeavour to put things right.

If you are not happy with their action in response, please follow this up within 28 (twenty-eight) days of notification of the complaint (or, in respect of complaints notified whilst the Traveller is on the trip, 28 (twenty-eight) days of the Traveller's return home) by writing to us at: World Challenge, 5/163-165 Eastern Rd, South Melbourne VIC 3205, 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. Operational Support

World Challenge provides 24-hour operational support to all travellers on our trips. This is run from our dedicated Operations Centres based in both the UK and Australia. This assistance includes, but is not limited to: emergencies, illness, injuries, psychological conditions, child safeguarding, administration, logistics, natural disasters, evacuations and repatriations. In the event that 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. Repatriation may take a number of days depending on the location and condition of the injured person.

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

a. Passport and Visa

Your 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 you cannot travel because you have 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 legal parent/guardian (if the traveller is under 18 years), must sign the declaration on the paper application form (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 2j 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.
- iii. Medical Support Plans are implemented where applicable to document required treatments or strategies to manage 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.

- 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 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 our medical consultant or 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 (in which case, the cancellation schedule in clause 4, will apply).

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. For more information, please go to your national government website at:

- a) 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 your destination country.
- b) For New Zealand, <https://www.safetravel.govt.nz/quick-checklist-and-tips> and <https://www.safetravel.govt.nz/travel-advisories-destination> for your destination country.

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, Adventure and Citizens of Earth trips.
- b) School Leader – adult representative from the school or college who works alongside the World Challenge Leader in the case of Expedition and Adventure trips, or alongside a World Challenge 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 Journeys and Citizens of Earth trips.

Travellers will not be insured under our insurance policy unless they are being directly or indirectly supervised by the adult leadership team. Parents/legal guardians of travellers 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 must be discussed and agreed in writing with us, and the school, before the trip commences.

You must abide by our traveller code of behaviour. Visit <https://weareworldchallenge.com/wp-content/uploads/2019/06/Participant-Code-of-Behaviour.pdf> to view and in that code you are referred to as the 'Participant'.

If you do not adhere to this code of behaviour, or your behaviour is deemed by us or the adult leadership team as unacceptable or has the potential to cause harm to yourself or other people, then we may terminate the booking and withdraw you from the trip at your own 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 must act in accordance with all instructions from us and the adult leadership team.

We do not condone the use of alcohol by any traveller, regardless of age on our Expedition, Adventure and Journey trips. For a Citizens of Earth trip, the use of alcohol is not condoned for any traveller under the legal drinking age as defined in law in the destination where the trip is taking place. If you are a traveller or leader and are legally permitted to use alcohol, we urge you to do so responsibly and ask that you remember that the 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.

If you are disruptive and prevented from boarding your outbound flight in Australia or New Zealand (as applicable), we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see clause 4). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot, or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

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

As a result of your behaviour during any stage of your 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 you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

For the purposes of this clause reference to “you” or “your” includes any other person in your party.

13. Data Protection

We will use and process your data in accordance with our privacy policy which be found here https://weareworldchallenge.com/uk/wp-content/uploads/sites/3/2018/06/World-Challenge-Privacy-Policy_Australasia.pdf

14. 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.