

TRAVELBOUND BOOKING CONDITIONS & TERMS OF BUSINESS

Introduction

Please read these booking conditions carefully, they form an important part of the contract for your tour.

All Travelbound tours advertised in our brochures and on our website are operated by World Challenge Pty Limited ACN 104 7869 584 and are sold subject to terms and conditions contained or referenced in this document ("**Agreement**"). In this Agreement, the terms:

- (A) "Company", "we" and "us" refer to World Challenge Pty Limited;
- (B) "Group" means the group of persons participating in a Tour;
- (C) "Group Contact" refers to the Group Member responsible for making the booking for the Tour;
- (D) "Group Member" or "you" refers to any person who is to participate in the Tour in connection with your booking;
- (E) "Tour" means your Travelbound tour booked through us.

1. MAKING A BOOKING

- (a) To request a booking for a Tour, the Group Contact must submit to us a completed and signed Booking Form accompanied by the full amount of the deposit payable in relation to the Tour as set out in section 2 below.
- (b) Notwithstanding any other provision of this Agreement, if your Booking Form is provided to us within 12 weeks of the requested departure date, the total Tour cost must be provided with the Booking Form.
- (c) A full Passenger Names list (as shown on each Group Member's passport) is also required at the time of booking. It is the responsibility of the Group Members to ensure that names on travel documents exactly match those in your passports and the Company is not liable for any costs or losses arising from the failure of any Group Member to ensure such information is correct.
- (d) **Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect you or any Group Member or affect any other person's enjoyment of the Tour.**
- (e) The submission of a completed Booking Form or payment of any monies by you does not constitute the formation of a contract. A contract will exist between you and the Company when we confirm the booking of your Tour by dispatching a written confirmation to you. If booking within 16 weeks of departure, a contract will exist upon acceptance by us of the total amount of the Tour cost.
- (f) The Group Contact warrants to the Company as a fundamental term of the Agreement that he or she:
 - (i) has the authority of each Group Member (and when a Group Member is less than 18 years old the authority of a parent or legal guardian) to contract with the Company on behalf of each such Group Member on the basis of this Agreement; and (ii) has informed all Group Members of the provisions of this Agreement and that such Group Members agree to be bound by this Agreement.

2. PAYMENT

- (a) The deposit payable at the time of submitting the signed Booking Form is that amount which is equal to \$490 per Group Member.
- (b) As the Company incurs costs when arranging your Tour, all deposits paid are non-refundable except in

the circumstances expressly detailed in this Agreement.

- (c) An invoice for the balance of the Tour cost ("**Balance Invoice**") will be sent to the Group Contact approximately 12 weeks before departure (or instead of Confirmation for new bookings received less than 16 weeks before departure) and the full amount outstanding must be received by the Company no less than 90 days before departure (or by return for bookings taken 90 or less weeks before departure).
- (d) Should your Balance Invoice be inaccurate due to amendments, this does not permit late payment of the full amount outstanding which remains due 90 days prior to departure.
- (e) As the Company progressively incurs costs when arranging your Tour, such as accommodation and airfare costs, time is of the essence when paying monies to the Company and if the Company does not receive deposits and/or the full amount outstanding on the Balance Invoice on or before the due date(s) your booking will be cancelled and you will lose any deposit already paid.
- (f) All payments (and Final Details forms as set out in section 3 below) must be received by the Company by the due dates as stated above.
- (g) The Company reserves the right to impose an administrative charge of up to \$30 per person for any payments that fail to reach us by the due date. We also reserve the right to pass on a 2% charge for any payment amount made by credit or charge cards.
- (h) Any monies paid by Group Members to the Group Contact are held by that person solely as agent of the Group Member(s) until such time as the Company has received that money. Where a Tour is arranged through a school, all monies you or another Group Member pay to the school for your Tour will be held by the school on our behalf until they are forwarded to the Company or refunded to you in accordance with this Agreement.
- (i) **Please Note:** The information in this section relating timing for payments and information does not apply in relation to bookings made within 16 weeks of departure. For bookings made within 16 weeks of departure:
 - (i) the total Tour cost must be paid in full at the time of booking; and
 - (ii) all information requested by the Company including, without limitation, the full names (as shown on the passport) of all Group Members, the Final Details forms, and the signed Acknowledgement, must be provided to the Company within 3 business days of making the booking.

3. FINAL DETAILS

- (a) Approximately 18 weeks before departure we will send to the Group Contact the Final Details forms for your Group which must be completed in respect of each Group Member and sent to us so that we receive them no later than 16 weeks before departure. The Group Contact must also return to us at the same time:
 - (i) A photocopy of the passport of each Group Member; and
 - (ii) a copy of the Acknowledgement signed by each Group Member, as set out in the Schedule to this Agreement.
- (b) The Final Details forms are necessary to enable the Company to finalise and confirm your travel arrangements the Company reserves the right to make an administrative charge of up to \$30 per Group Member should Final Details forms not be received by the required time.

4. TOUR PRICES

- (a) The prices of Tours are based on the information provided by our suppliers and such prices accurate at the date published. For this reason, all prices are subject to change if increases occur in transportation costs (including fuel), dues, taxes (such as increases in or imposition of GST or other Government imposed taxes) or fees chargeable for services such as landing taxes, embarkation/ disembarkation fees at ports and at airports and currency fluctuation.
- (b) In the case of all changes to the Tour price, we will endeavour to advise you as soon as possible and we will absorb an amount equivalent to 2% of the increase in the Tour price (except where the increase arises due to a change made by any Group Member and which excludes any amendment charges). Only amounts in excess of 2% will be charged to the Group. We will forward an Amendment Invoice to the Group Contact reflecting any changes made.
- (c) Notwithstanding any other provision of this Agreement, if the increase results in the Group being required to pay more than 10% extra on the Tour price and that increase is not the result of a change requested by any Group Member, the Group will be entitled to cancel your Tour with a full refund of all monies paid (with the exception of any monies paid to us in respect of amendment charges already made). If you do decide to cancel because of this you must do so within 14 days of the date of issue of the Amendment Invoice. No increases will be applied within 30 days of your departure except where a change is requested by you.
- (d) Should the price of your Tour go down by more than 2% of your Tour cost due to the changes set out above, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your Tour due to contractual and other protection in place.
- (e) The offers and information printed in our brochure/s, website and our terms and conditions are valid at the time of publication in July 2011. We reserve the right **Please note:** For certain travel arrangements (e.g. many scheduled transport providers), the cancellation charge may be higher than those shown. In certain cases a 100% cancellation fee is charged by the relevant supplier and applies as soon as the booking is made and the ticket is issued. Please ask for full details of cancellation charges at time of booking. We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs.
- (b) Once your Booking Form (and/or Final Details Forms as applicable) has been returned, we reserve the right to charge and administration fee of \$30 for each amendment/substitution requested by any Group Member. In addition to the fee we charge, any alteration will also be subject to payment by you of any related costs imposed by any of the suppliers providing the component parts of the Tour.
- (c) In relation to Tours that are based on coach tours with no element of air travel, substitution or transfer of Group Members is permitted up to 14 days prior to departure without incurring cancellation charges. For air tours, cancellation charges will apply in accordance with individual airline cancellation policies and an administration fee as set out above. Both the person who was originally to take the Tour and the person who actually takes it will be responsible for the payment of the amendment charges and any outstanding balance due in respect of the Tour price

to increase or reduce the information printed in our brochures and on our website or to otherwise amend these offers or information at any time after publication and in future editions of the brochure. You will be advised of any change at the time of booking.

- (f) If the number of adults in the Group accounts for 20% or more of your Group, we reserve the right to re-cost the price of your Tour accordingly.
- (g) Air Passenger Duty ("APD") is included in the price of your Tour/flight ticket. In view of the current volatility of world oil prices, a fuel supplement may be imposed by the relevant carrier and added to the price of your Tour at the time of booking.

5. CANCELLATIONS AND AMENDMENTS

- (a) If you wish to cancel or amend all or part of your Tour you should advise us in writing (by letter, email or fax) as soon as possible. A cancellation or amendment is effective only when received in writing by the Company from the Group Contact who signed the Booking Form. Any new person added to the booking must provide a signed Acknowledgement. The following scale of cancellation charges will apply:

Period before scheduled departure within which written notification of the cancellation is received by the Company:	Amount of cancellation charge per Group Member cancelling:
More than 11 months before departure	Full amount of the deposit
11 months to 90 days before departure	75% of the total invoiced Tour price
90 to 1 day before departure	100% of the total invoiced Tour price
Departure date or afterwards	100% of the total invoiced Tour Price

and you will also be responsible for any additional costs that are incurred as a reason of substitution or transfer. The transferee must fulfil all conditions that apply to the booking.

- (d) If any cancellation reduces the number of paying Group Members below the minimum number required for a particular Tour price or concession (including free places), the invoice will be adjusted accordingly for all remaining Group Members.
- #### 6. IF THERE IS A CHANGE IN PLAN
- (a) Whilst the Company will at all times endeavour to satisfy clients' requirements and changing circumstances, as the Company relies upon the information and services provided by the relevant travel suppliers, the Company reserves the right to make alterations to Tour and brochure details both before and after any booking has been confirmed. If for any reason the details of your Tour have to be changed before departure, the Company will inform you as early as possible.
 - (b) Most changes, if necessary, will be minor. Whether a change is 'significant' depends on the nature of the Tour and may include: alteration to the scheduled departure or return time of your flight by more than 12 hours (but not a flight delay) or a change to a lower standard of accommodation.
 - (c) Occasionally, we have to make a major change to confirmed Tours. In the event of a major change, you will be offered the choice of:

- (i) accepting the change; or
- (ii) participating in another Tour, of at least comparable standard if we are able to offer one (and receiving a refund in respect of any price difference); or
- (iii) receiving a full refund of all monies paid.

7. IF WE CANCEL YOUR TOUR

If we are required to cancel your Tour (other than due to your default in payment or failure to maintain the relevant minimum numbers), the Company will offer you the choice of an alternative Tour of at least comparable standard if available (and receiving a refund in respect of any price difference) or a prompt and full refund of all monies you have paid.

8. FORCE MAJEURE

We do not accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events.

9. IF YOU HAVE A COMPLAINT

If you have a complaint about any service provided by us, this must be reported immediately in writing to Travelbound, Level 5, 163 Eastern Road, South Melbourne VIC Australia 3205, and also to the supplier(s) of the service in question, so that action can be taken to resolve the matter. If the complaint cannot be resolved, then please follow it up with a letter to the Company within 35 days from returning from your Tour.

10. LIABILITY

- (a) Our contracts with hotels and transport operators provide for the allocation of rooms or seats to us. Your booking will normally be made within those allocations but no specific rooms or seats can or will be confirmed. However, we accept responsibility for ensuring that all component parts of the Tour are supplied to you as described and to a reasonable standard. We have taken all reasonable steps to ensure that proper arrangements for all of the Tours advertised in this brochure have been made and that the suppliers of the various services which will be provided for you are efficient and reputable.
- (b) To the maximum extent permitted by law, the services and facilities included in your Tour will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.
- (c) To the maximum extent permitted by law, where personal injury or illness or death results, our liability is limited to three times the Tour price (excluding administrations charges) of the Group Member(s) affected in total.
- (d) To the extent permitted by law, our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this Agreement. We are to be regarded as having all benefit of any limitation of compensation contained in these or any applicable conventions. You can ask for copies of the transport companies' contractual terms, or the international conventions, from info@travelbouteducation.com.au.
- (e) Whilst we have no direct control over the providers of services and facilities, we accept responsibility should you or any Group Member suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our Agreement with you by any of our employees, agents, suppliers

or sub-contractors providing they were at the time acting within the course of their employment except where the failure to perform or improper performance was due to the acts and/or omissions of any Group Member, or, those of a third-party not connected with the provision of your Tour arrangements and which were unforeseeable or unavoidable, or, an event which either ourselves or the supplier of the service(s) in question could not have foreseen or forestalled even with all due care. It is a condition of this acceptance of liability that you notify us of any claim strictly in accordance with section 9, "If you have a complaint".

- (f) When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention or the Montreal Convention. You agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey and that you agree to same. 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 the Agreement and your contract with the transport company. The provisions of the Warsaw Convention 1929 (as amended) concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your Group during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or loss of or damage to luggage, and may make special provisions for valuables. A copy of the conditions of carriage applicable to your Tour can be supplied on request.
- (g) If you purchase any optional activities that are not part of your pre-booked Tour, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased your claim should be directed to the activity provider and not to us.
- (h) In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, the Company is entitled to recoup from you any costs actually incurred by us in providing you wish assistance in connection with such claim.

11. CONDUCT & BEHAVIOUR

- (a) If the behaviour of any Group Member is considered likely to cause offence, danger, damage or distress to others, we reserve the right at our reasonable discretion, to cancel or terminate a Tour at any time. If for example any airline representative, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate the Tour wherever and whenever necessary.
- (b) If such a situation arises, our responsibility for your Tour will cease and we will not be obliged to cover any expenses which may be incurred by any Group Members and neither will we consider or accept any claims for compensation or refunds whatsoever. You are responsible for the cost of any damage you or your Group cause to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.
- (c) By signing the Booking Form the Group Contact accepts responsibility for the good conduct of all Group Members during the Tour and warrants that at least one responsible adult will be on active duty at all times to ensure that all participants behave in accordance with the Acknowledgement contained in the Schedule to this Agreement.

- (d) If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the Tour, you must advise us of this at the time of booking.

12. OUR BROCHURE

- (a) Great care has been taken in the printing and production of our brochure/s and price list to give you accurate prices, descriptions and pictures of the facilities available. The Company is not liable for any amendments or errors to any information contained in the brochure if such amendment or error is caused by any inaccuracy of, change implemented by, a supplier. If any change which the Company believes will materially affect your enjoyment becomes apparent in any of our resort descriptions, we will advise the Group Contact.
- (b) There are circumstances beyond our control, such as religious festivals, local Tours, periods of maintenance, and adverse weather conditions for which we cannot accept responsibility.
- (c) The facilities are shown in good faith and it must be appreciated that some entertainments may be restricted particularly at the beginning and end of the season. Such restriction is generally reflected in the selling price of the Tour.
- (d) To create the "atmosphere" of a certain type of tour, occasionally photographs used on resort pages are general photographs
- (e) Please remember that some amenities such as hotel lifts and swimming pools require servicing and cleaning and may therefore not be available at all times. Some services are also affected by weather conditions, for example, outdoor swimming pools, chair lifts, and their availability is at the sole discretion of the provider of the service. Entertainment (particularly live entertainment) provided by hotels is frequently subject to demand and its nature and frequency may be varied if there is a lack of demand or insufficient numbers in the hotel. Please also be aware that equipment such as video players and microphones on coaches is, due to its technical nature, prone to malfunction. The Company cannot be held responsible nor consider a claim for compensation in the event of such amenities or equipment being unavailable.

13. SPECIAL REQUESTS / CONDITIONS OF BOOKING

We do our best to meet any special requests made by you and to pass these on to the appropriate persons provided they are clearly noted on the Booking Form. While requests will be submitted to the relevant supplier, we cannot guarantee that the supplier will fulfill the request except in relation to any special requests confirmed by the relevant supplier in writing.

14. BUILDING WORK

It is often very difficult to predict when building work or development may begin in any resort as such things usually occur without notice. If we become aware of any such developments in your resort which could cause you significant disturbance or inconvenience, we will do our best where practical, to advise you.

15. DISABLED PASSENGERS

We do what we can to cater for as many people as possible, however we note that whilst we have accommodated groups with special needs we are not specialists in catering for the disabled or those with special needs or with serious medical conditions. If any Group Member suffers from a disability or serious illness, you must contact your doctor and our office for advice before booking.

16. OUR ACCOMMODATION

- (a) All the accommodation, (sometimes described for example as hotels, apartments, chalets, hostels, youth centres and pensions) featured in our brochure is chosen as representing fair value in its particular

category. We suggest that you carefully compare each type of resort and accommodation with the cost of the Tour, before making your final choice. Where applicable, any local official grading for accommodation has been indicated. Grading systems vary from country to country, and this and the fact that certain properties, particularly centres, chalets and some apartments, have no official grading, does not necessarily reflect on the standard of comfort or the facilities. To assist you we have given as much detail as brochure space allows.

- (b) Many hotels may make a charge for the use of optional facilities (eg: swimming pool, sauna, solarium, etc).
- (c) Towels and soap are not necessarily provided in all of our accommodation and Group Contacts are asked to remind Group Members to bring their own supply.
- (d) Rooms mostly accommodate 3-4 people although some hotels reserve the right to use larger rooms containing more beds where necessary. Bunk beds are also sometimes used. Many French and Belgian hotels have double beds which are traditionally used for parties of schoolchildren however we request that our groups are accommodated one Group Member per bed when contracting. In Austria, "Austrian style" twin beds are used, consisting of two single mattresses on a double frame with separate duvets and bed linen. Separate twin beds in Austria are rare and cannot be guaranteed. It is common practice in USA for students to share beds i.e. 1 queen sized bed for 2 students. Should your Group require single occupancy beds this is available at a supplement on request and subject to availability. Alternatively, we can place your Group in youth hostel accommodation where single occupancy beds are used.
- (e) Accompanying adults are allocated twin or triple rooms as applicable. Single rooms are not normally available in any of our contracted accommodation. If available, a "single room" supplement (prices on request) is payable for single person occupancy of a room, which may, however, contain more than one bed.
- (f) In accordance with common practice, your room will usually be available only after mid-day on arrival and you will usually need to vacate your room by 10.00 hours on the last day.
- (g) Our hotels provide three meals per day which usually include a continental breakfast, packed lunch and dinner, unless otherwise specified in the brochure or on your itinerary.
- (h) In some centres, run usually by non-profit making organisations on a social tourism basis, guests are expected to help in the running of the establishment. Conditions vary but usually include keeping one's room clean and tidy, self-service in the dining room and returning trays to a central point after meals. The 'help' required is minimal but needs to be clearly understood.
- (i) Damage deposits are required by certain accommodations and are payable in local currency. Any such damage deposits are payable directly to the accommodation provider and will be refunded on departure less the cost of any breakages or damages as determined by the accommodation provider. Where possible we will advise you of this at the time of booking. In Travelbound owned and leased accommodation the amount is \$45 per group.

17. ALLOCATION OF ACCOMMODATION, FLIGHTS AND FERRIES

In resorts where we feature more than one hotel, chalet or apartment, we ask you to note that our allocation for a specific group is not made until final numbers are received. If you have any accommodation preference, please indicate this on the booking form and we will do our best to meet your requirements. From time to time, it should be

noted that we will use additional accommodation not named in our brochure. In such cases, accommodation will be of an equivalent standard as that advertised, and will, of course be inspected and approved by our members of staff.

18. ITINERARIES AND TRAVEL SCHEDULES

- (a) All timings and route schedules featured in the brochure act as a guide only and once a booking is confirmed by the relevant travel operator certain amendments may be necessary. A complete itinerary will be forwarded to the Group Contact two to three weeks prior to departure. Should any major changes occur after that, we will advise you accordingly. Certain services we depend on may, from time to time, change their schedules, e.g. ferry crossings, aircraft schedules and rail timetables, which may affect the overall length of time you spend in resort. In the event of this occurring we would not accept responsibility for changes imposed by the travel operator(s) that are beyond our control.
- (b) It is important that our programme operates to strict time schedules and we would ask for your cooperation with the various final timings given.
- (c) Coach itineraries can be varied, but at all times alterations must comply with applicable laws and regulations relating to drivers' hours and safety. The final itinerary must be agreed before departure from Australia and only small amendments can be made once the Tour has commenced.
- (d) While coach drivers and other transport operators may do their best to point out places of interest and provide information, it should be noted that they are not employed as guides.

19. INSURANCE

Adequate and valid travel insurance is compulsory for all Travelbound travellers and it is a condition of accepting your Booking that you agree you will obtain adequate and valid travel insurance for your Tour prior to the date of departure.

20. HEALTH REQUIREMENTS AND RECOMMENDATIONS

Please note that the cost of any immunisation treatment is not, in any case, included in the cost of the Tour. The Group Contact is entirely responsible for passing any health requirement information to other Group Members. While we will endeavour to reconfirm any new health requirements at the time of booking, it is your responsibility to check with your doctor at least two months prior to travel for the latest requirements, recommendations and any costs.

21. PASSPORTS & VISAS

- (a) Group Contacts are entirely responsible for ensuring that all Group Members have the correct and valid documentation. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred. The information in our brochure and on our website is correct at the time of going to press. Whilst we will endeavour to inform you of any new regulations we advise you to check with the appropriate Embassy, Consulate, Australian Department of Foreign Affairs and Trade or passport office if you have any queries. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase through us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to persons who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The Group Contact is entirely responsible for ensuring that all Group Members have

the correct and valid documentation for travel. We

- (b) cannot accept responsibility for any failure to comply
- (b) For Australian Citizens - all adults and children of 16 years and over must travel on a full valid Australian ten-year passport unless otherwise specified.
- (c) Clients who are not Australian Citizens must check with the appropriate consulate for individual visa requirements.
- (d) If you need to obtain a new passport you should do so in good time. This normally takes about 4 weeks by post, but this time may vary depending upon which passport office you apply to and the time of year.
- (e) Any visas currently required by Australian citizens for destinations in the brochure will be specified on the relevant brochure page or price list.
- (f) Groups travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.
- (g) When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme (VWP) or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either
 - (i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport containing a digital photograph (if your passport is issued after the 26 October 2005) and a Visa Waiver Form
 - (ii) a valid passport and a valid visa which must be obtained before travel from the US authorities.

Children and minors wanting to travel with a Visa Waiver form must hold their own Machine Readable Passport or e-passport. Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for the VWP. As of 1st of September 2008, the US authorities have introduced a requirement for passengers travelling under the VWP to register for Electronic Travel Authority (**ESTA**). For additional specifics about the VWP and ESTA please consult the information available at <http://canberra.usembassy.gov/>. Passengers who have not applied for and receive travel authorisation via ESTA prior to travel may be denied boarding, experience delayed processing or be denied admission at the U.S port of entry. However, neither possession of a visa, nor meeting the basic requirements for travelling visa-free on the VWP, guarantees admission to the United States. As with most countries, the final determination of admissibility is made by immigration officials at the port of entry. Important reminder: If you are refused boarding or denied admission at the US port of entry you will still be subject to our cancellation charges in accordance with the terms of our contract with you. We recommend that you carry your ESTA approval with you when you travel and you register at least 72 hours before departure. All queries in relation to this requirement should be addressed via the US Embassy Consular department.

Since the **8th September 2010** a US\$14 fee per person charge which is payable by credit or debit card will apply. As announced by the U.S. Customs and Border Protection, this fee will recover the costs incurred by CBP of providing and administering the ESTA system and is in addition to the mandatory US\$10 travel promotion fee established by the Travel Promotion Act of 2009. This is subject to change by U.S. Customs and Border Protection without notice.

22. TRAVEL DELAY ASSISTANCE

In the event of a long travel delay of more than 12 hours your Group will normally be covered under the terms of your insurance. You should insist that your own travel insurance covers this as a minimum requirement.

23. AGES AND EXTRA ADULTS

- (a) Our prices are valid and applicable for students in full time education.
- (b) Especially during high season it should be stressed that single, twin or double room requests must be kept to a minimum, and are strictly subject to availability and written confirmation by the Company.

24. GENERAL

- (a) This Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by the laws of New South Wales Australia and all parties submit to the exclusive jurisdiction of the courts of New South Wales in relation to any claim arising out of this Agreement.
- (b) No amendment, deletion or addition, to the price or content of your Tour or to this Agreement will be binding to the Company unless confirmed in writing by the Company.

25. PRIVACY POLICY

Privacy Policy.

Our Privacy Policy sets out what information we collect, how we collect it, and what we do with it. Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same ("your information"). Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. You are responsible for ensuring that other Group Members are aware of the content of our Privacy Policy and consent to your acting on their behalf in all your dealings with us. You may request that we update your information at any time to ensure that it is current, accurate and complete by contacting us at info@travelbandeducation.com.au. For the purpose of providing you with our services, including your flight, Tour or insurance, etc., we may disclose your information to our service providers (who could be located outside Australia). In order for you to travel overseas, it may be **mandatory** (as requested government authorities at the point(s) of departure and/or destination) to disclose your information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Even if not mandatory, we may exercise our discretion to assist where appropriate. We may disclose your information to our "group companies" (some of whom are outside Australia) for business purposes. We may also disclose your information to companies who act as "data processors" on our behalf, or to our service provider's operating systems or business functions on our behalf, some of whom are outside Australia. These purposes include administration, providing services (and contacting you where necessary), customer care, improving our service, business management and operation, re-organisation/structuring/sale of our business (or our group companies), risk assessment, security and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. Some of your information (such as health or religion) may be considered "sensitive personal data" under the *Privacy Act 1988*(Cth). We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to disclose **relevant** information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the Group. For example, if your illness while on the Tour is infectious we may need to make special arrangements for you and also ensure that you do not return with the group immediately.

If you and all Group Members do not agree to our use of your information as above, we cannot do business with you and you are not eligible to request a booking.

We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions from our Tour divisions and our Tour group companies. You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material. You may indicate your preference regarding receiving third party direct marketing material. If you do not wish to receive such information or would like to change your preference, please see below.

You have the right to ask in writing by completing our Data Subject Access Request form for a copy of the information we hold about you (for which we may charge a fee) and to correct any inaccuracies in your information. You have the right to ask in writing not to receive direct marketing material about our products and services. If the following facilities are available, you can amend your previous preference on our website(s), using our "unsubscribe e-mail" or in literature which you subsequently return to us. Once properly notified by you, we will take steps to stop using your information in this way. If you would like a list of our group companies or brands, please send us your request at info@travelbandeducation.com.au.

We have taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

Any likeness or image of you secured or taken on the Tour may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

Travelbound May 2012

AIR TRAVEL CONDITIONS OF CARRIAGE

You must comply with the conditions of carriage applied by land, sea and air carriers. The provisions of the Montréal Convention concerning the carriage of passengers and their luggage by air, and the airlines' conditions of carriage, may apply to you and your Group during your flight, and during boarding and disembarkation. These provisions and conditions may limit or exclude liability for death or personal injury, or the loss of or damage to luggage, and may make special provisions for valuables. We will supply a copy of the conditions of carriage applicable to your Tour, and the Montréal Convention, if you request them.

Medical Conditions: If you have a medical condition, serious illness, recently undergone surgery, or have suffered a recent accident, you must advise us and you may need to be cleared for travel by your airline which will involve obtaining a Fitness to Fly Certificate from your GP. All requests for medical clearance must be submitted to the airline at least 4 working days before the date of departure. Conditions that require medical clearance include, but are not limited to, respiratory, coronary or infectious illness.

Flights and Flight Times: Flights are operated by Australian and international scheduled, charter and low-cost airlines. Some destinations may be served by flights that need to stop en-route, in which case we will tell you when flight times have been released. Actual flight times are shown on your tickets.

**Schedule
Acknowledgement**

Please read this Acknowledgement carefully. By signing the Acknowledgement, each Group Member acknowledges and agrees that he/she has read, understands and agrees to be bound by the following:

- (a) The Travelbound Terms & Conditions (also referred to as the "Agreement"); and
- (b) The Conduct Rules set out in this Acknowledgement.

Conduct Rules

- 1. I must act with care and common sense and I must not do anything that may risk the safety and/or security of myself, any other Group Member, or any other person.
- 2. I must not behave in a way that is disruptive, threatening or abusive or which causes or likely to cause danger, distress or annoyance to others or damage to property.
- 3. I must not take, carry, purchase, attempt to purchase, accept, use or supply any other person (including any other Participant) with any:
 - (a) alcohol (except in relation to any person (or Group Member) over the age of 18 years who must not consume excessive amounts of alcohol);
 - (b) prohibited or restricted substance (i.e. drugs);
 - (c) dangerous goods including (but not limited to) any weapon, explosives or toxic substances.
- 4. I must only take and use (in accordance with the relevant instructions) prescription medication that has been prescribed to me by a medical practitioner. I must not give my prescription medication to another person and I must not take or use any prescription medication that was not specifically prescribed for me;
- 5. I must comply with the reasonable directions of the Group Contact and any representative of the Company or any of its suppliers;
- 6. I must abide by all School rules (if any) and all applicable laws and regulations and demonstrate respect for the other people at the Tour destination; and

****If the Group Member does not understand, or is not sure of, any of the Conduct Rules, it is the responsibility of the parent/guardian to explain the relevant Rule(s) to the Group Member.***

I have read and understand the Agreement and the Conduct Rules and I agree to conduct myself at all times during the Tour in accordance with the Conduct Rules.

Signed by the Group Member: Date:

Print Group Member Name:

I have explained the Conduct Rules to the Group Member and I am satisfied that the Group Member understands and will comply with the Conduct Rules.

Signed by the Parent: Date:

Print Parent Name: