

## PROGRAM TERMS & CONDITIONS

These Program Terms and Conditions (**Terms**), together with the Program information pack, itinerary, invoice, payment schedule, registration form and the Parent Consent form, set out the agreement between **Challenges Abroad Australia Pty Ltd** ABN 57 156 462 430 (referred to as **Challenges Abroad, we, us or our**) and the person who accepts these Terms (**you or your**) in relation to the participation of the person named in the registration form (**Participant**) in the overseas school program described in the relevant information pack and itinerary (**Program**).

Where the Participant is under 18 years of age, these Terms must be accepted by the Participant's parent or legal guardian, and references to you or your include the parent or legal guardian accepting these Terms on behalf of the Participant.

Where the Participant is 18 years of age or over, or is an accompanying staff member of the School, these Terms may be accepted by the Participant personally, and references to you or your are references to that Participant.

If you register the Participant for the Program, make any payment towards the Program, sign or submit a registration form or consent form, or otherwise indicate your acceptance of these Terms, you will be taken to have accepted these Terms on your own behalf and where applicable, on behalf of the Participant to the extent permitted by law.

These Terms apply in addition to any arrangements between Challenges Abroad and the Participant's school (**School**), but do not make you a party to any separate agreement between Challenges Abroad and the School.

### 1 HOW THESE TERMS APPLY

- (a) These Terms apply to the booking, participation and delivery of the Program.
- (b) In the event of any inconsistency between these Terms and the Program itinerary, invoice or information pack, the specific terms of the itinerary or invoice will prevail to the extent of the inconsistency in relation to the relevant Program details, and these Terms will otherwise continue to apply.
- (c) You acknowledge that the Program is organised in conjunction with the School, and that the School remains responsible for student supervision, behaviour management, safeguarding and pastoral care throughout the Program unless otherwise expressly stated in writing.

### 2 REGISTRATION & CONFIRMATION

- (a) A place on the Program will only be confirmed when:
  - (i) the required registration form has been completed and submitted;
  - (ii) these Terms have been accepted by the Participant or if applicable, the parent or legal guardian;
  - (iii) where the Participant is under 18 years of age, the Parent Consent Form has been completed and returned;
  - (iv) any required deposit has been paid; and
  - (v) Challenges Abroad confirms the booking in writing.
- (b) Challenges Abroad may decline or withdraw a booking where it is reasonably necessary to do so, including for safety, legal, medical, compliance or operational reasons.

### 3 SERVICES & PROGRAM DELIVERY

- (a) Challenges Abroad will arrange and provide the travel and in-country services described in the relevant Program itinerary and inclusions (**Services**).

- (b) The Services may include, where applicable:
  - (i) pre-departure materials, briefings and preparation support;
  - (ii) international and internal flights;
  - (iii) airport transfers and in-country transport;
  - (iv) accommodation and meals;
  - (v) Program activities, community engagement activities, educational activities and cultural immersion activities;
  - (vi) in-country coordination and local support; and
  - (vii) emergency support arrangements.
- (c) Challenges Abroad will use reasonable endeavours to deliver the Program as described. However, certain aspects of the Program may change due to weather, safety, operational requirements, supplier issues, local conditions, minimum participant numbers or events beyond our reasonable control.
- (d) Challenges Abroad may make reasonable changes to the Program, itinerary, transport, accommodation, activities, timing or other arrangements where reasonably required for safety, legal, operational or logistical reasons, provided that such changes do not materially reduce the overall nature of the Program without good reason.
- (e) Participation in Program activities is subject to the Participant complying with these Terms, all health and safety requirements, and all reasonable directions given by Challenges Abroad, local operators and the School.

#### **4 ROLE OF THE SCHOOL**

- (a) The School is responsible for:
  - (i) selecting participants for the Program;
  - (ii) supervising participants throughout travel and in-country;
  - (iii) managing student behaviour, safeguarding and pastoral care;
  - (iv) obtaining any school approvals required for participation; and
  - (v) arranging or coordinating travel insurance for participants where applicable.
- (b) Nothing in these Terms makes Challenges Abroad responsible for the day-to-day supervision of the Participant or the School's safeguarding, duty of care or pastoral responsibilities.

#### **5 MINIMUM PARTICIPANT NUMBERS**

- (a) All Programs are subject to minimum participant numbers.
- (b) If the required minimum participant numbers for a Program are not reached, Challenges Abroad may:
  - (i) offer an alternative Program or departure date;
  - (ii) offer the option for the Program to proceed with a smaller group, noting that additional costs may apply; or
  - (iii) cancel the Program and deal with refunds in accordance with clause 11.
- (c) You acknowledge that the Participant must comply with any departure, arrival, meeting point, baggage, document and check-in requirements notified by Challenges Abroad or the School.

## **6 PARTICIPANT, PARENT & GUARDIAN OBLIGATIONS**

- (a) You must ensure that all information provided to Challenges Abroad is complete, accurate and not misleading.
- (b) You must promptly provide all documentation, information and assistance reasonably required by Challenges Abroad in connection with the Program, including:
  - (i) medical information;
  - (ii) emergency contact details;
  - (iii) dietary requirements;
  - (iv) passport and travel document details;
  - (v) any required screening or eligibility documents; and
  - (vi) any additional forms reasonably required for safety, legal, operational or insurance purposes.
- (c) You must promptly notify Challenges Abroad if:
  - (i) the Participant's physical or mental health changes after registration;
  - (ii) the Participant develops a new medical condition, injury or allergy;
  - (iii) there is any change to emergency contact details; or
  - (iv) any information previously provided becomes inaccurate or incomplete.
- (d) The Participant must:
  - (i) comply with all lawful and reasonable directions of Challenges Abroad, local operators and the School;
  - (ii) comply with all behaviour, safeguarding, health and safety and code of conduct requirements;
  - (iii) behave respectfully towards staff, host communities, other participants and third parties; and
  - (iv) comply with all laws applicable in the destination country.
- (e) Challenges Abroad may refuse participation in any activity, or remove the Participant from part or all of the Program, where reasonably necessary for health, safety, safeguarding, legal, behavioural or operational reasons.

## **7 HEALTH & FITNESS DISCLOSURE**

- (a) You acknowledge that participation in the Program may involve travel, physical activity, unfamiliar environments, community activities, varying standards of accommodation and hygiene, and limited medical facilities in some locations.
- (b) You must ensure that the Participant is fit to travel and participate in the Program.
- (c) You must disclose all relevant medical, psychological, physical, dietary and accessibility requirements affecting the Participant at the time of registration, and keep that information updated prior to departure.
- (d) Challenges Abroad may request further information, a GP letter, specialist clearance, action plan or fit to travel confirmation where reasonably necessary to assess the Participant's suitability and safety for the Program.
- (e) Challenges Abroad may decline, cancel or withdraw the Participant's place in the Program where:
  - (i) relevant medical or safety information has not been disclosed;
  - (ii) requested medical documentation is not provided; or

- (iii) Challenges Abroad reasonably considers that the Participant cannot safely participate in the Program.
- (f) Challenges Abroad and its staff are not medical professionals. You acknowledge that medical treatment, facilities and emergency response standards in destination countries may differ from those in Australia.

## **8 TRAVEL DOCUMENTS, VISA & VACCINATION**

- (a) It is your responsibility to ensure that the Participant has a valid passport, all required visas, and any other travel permits or documentation necessary for the Program.
- (b) Any information provided by Challenges Abroad in relation to passports, visas or entry requirements is general information only and does not constitute migration or visa advice. Challenges Abroad is not responsible for any refusal, denial, delay or change affecting travel documentation.
- (c) You must ensure that the Participant consults an appropriate healthcare professional regarding any required vaccinations, medications or travel health precautions before departure.
- (d) You must provide correct names and other travel document information to Challenges Abroad. Challenges Abroad is not responsible for losses arising from inaccurate travel document information supplied by you.

## **9 PROGRAM FEES & PAYMENT**

- (a) Program fees are set out in the relevant information pack, invoice or payment schedule.
- (b) The total Program Fee consists of:
  - (i) a Program deposit payable at the time of booking; and
  - (ii) the remaining balance payable in instalments or by the due dates specified in the invoice or payment schedule.
- (c) The Program deposit is refundable within 7 days of booking. After that period, the deposit is non-refundable unless otherwise required by law or expressly stated otherwise.
- (d) Full payment of the Program Fee must be made no later than 8 weeks prior to departure, unless otherwise agreed in writing.
- (e) If full payment is not received by the required date, Challenges Abroad may, at its discretion:
  - (i) require payment within a further specified period;
  - (ii) offer a transfer to another departure, subject to availability and revised pricing; or
  - (iii) treat the booking as cancelled under clause 11.
- (f) Challenges Abroad may increase Program fees before departure where its costs increase due to factors beyond its reasonable control, including changes to taxes, government charges, fuel costs, exchange rates or supplier pricing. If this occurs, we will give written notice, and you may cancel the affected part of the Services within 5 days of receiving that notice.

## **10 CANCELLATIONS & REFUNDS**

- (a) **Cancellation by Challenges Abroad**  
Challenges Abroad may cancel a Program if it reasonably considers that cancellation is necessary due to safety concerns, operational issues, insufficient participant numbers, supplier issues or a Force Majeure Event. If this occurs, Challenges Abroad will first use reasonable efforts to offer an alternative Program or departure date. If no suitable alternative is available, any refund or credit will be dealt with in accordance with this clause.

(b) **Cancellation by you**

If you choose to cancel the Participant's participation in the Program, cancellation charges will apply based on the date written notice of cancellation is received by Challenges Abroad.

(c) **Cancellation charges**

Unless otherwise required by law or agreed in writing, cancellation charges are calculated as follows:

- (i) more than 16 weeks prior to departure: loss of Program deposit plus 30% of the balance fee;
  - (ii) 12 to 16 weeks prior to departure: loss of Program deposit plus 60% of the balance fee;
  - (iii) less than 12 weeks prior to departure: loss of Program deposit and total Program Fee.
- (d) Where a refund is applicable, the refund will be reduced by any non-refundable or unrecoverable third-party costs already incurred by Challenges Abroad in relation to the Participant's Program.
- (e) If a Participant leaves, withdraws from, or is removed from the Program after it has commenced, no refund will be payable for any unused portion of the Program, except where required by law.
- (f) Certain personal expenses incurred in preparation for the Program, including visas, travel insurance, documentation and equipment purchases, may be non-refundable even if the Program is cancelled.

## 11 FORCE MAJEURE

- (a) Neither Challenges Abroad nor you will be liable for any delay or failure to perform obligations under these Terms where that delay or failure arises from an event beyond the affected party's reasonable control, including natural disasters, epidemics, pandemics, war, terrorism, civil unrest, government action, travel bans, border closures, high fuel prices, fuel supply, strikes or significant transport disruption (**Force Majeure Event**).
- (b) If Challenges Abroad determines that the Program cannot safely, lawfully or reasonably proceed due to a Force Majeure Event, it may cancel or significantly change the Program.
- (c) Challenges Abroad will use reasonable efforts to identify and offer a suitable alternative Program or departure date. If no alternative is available or accepted, any refund or credit will be provided in accordance with applicable supplier terms and any recoverable amounts.
- (d) Challenges Abroad is not liable to pay additional compensation for losses arising from a Force Majeure Event. We strongly recommend that appropriate travel insurance be obtained to cover cancellation, change and other unexpected costs.

## 12 RISK & LIABILITY

- (a) You acknowledge that participation in the Program involves inherent risks, including risks associated with international travel, transportation, physical activity, unfamiliar environments, weather conditions, illness, injury, limited medical facilities, third-party providers and the acts or omissions of other participants or third parties.
- (b) The Participant participates in the Program at their own risk, subject always to any rights that cannot lawfully be excluded.
- (c) To the maximum extent permitted by law and subject to clause 12(d), each party's total liability to the other party for any loss or damage arising out of or in connection with these Terms is limited, in aggregate, to the total amount paid by you to Challenges Abroad for the relevant Program.

- (d) Clause 12(c) does not limit your liability for any loss or damage suffered by Challenges Abroad arising from your breach of this Agreement.
- (e) Challenges Abroad will not be liable for:
  - (i) loss of or damage to personal belongings;
  - (ii) losses caused by the acts or omissions of third-party suppliers, including airlines, accommodation providers, transport operators and activity providers;
  - (iii) delays, disruptions or losses arising from visa issues, border decisions or travel document issues; or
  - (iv) losses arising from inaccurate, incomplete or late information supplied by you, the Participant or the School,except to the extent caused by Challenges Abroad's breach of law or to the extent liability cannot lawfully be excluded.
- (f) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (g) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred by law, including under the Australian Consumer Law, that cannot lawfully be excluded, restricted or modified.

### **13 INSURANCE**

- (a) Appropriate comprehensive travel insurance is required for the Participant for the duration of the Program.
- (b) Travel insurance may be arranged by the School or, where applicable, Challenges Abroad may assist by facilitating access to suitable insurance options. Challenges Abroad does not itself provide insurance unless expressly stated in writing.
- (c) Challenges Abroad is not responsible for the scope of cover, claims process, exclusions or insurer performance under any insurance policy.
- (d) You should ensure that the policy includes, where applicable, cover for medical expenses, emergency treatment, repatriation, personal liability, baggage and personal effects, and trip cancellation or curtailment.

### **14 EMERGENCY CONTACTS & INFORMATION SHARING**

- (a) You must provide the name and contact details of at least one emergency contact for the Participant and ensure those details remain current.
- (b) You consent to Challenges Abroad collecting, using and disclosing personal information, including health and emergency information, to the extent reasonably necessary to:
  - (i) administer and deliver the Program;
  - (ii) arrange travel, accommodation and activities;
  - (iii) respond to safety and emergency situations;
  - (iv) liaise with the School, in-country teams, service providers, insurers and medical providers; and
  - (v) otherwise perform Challenges Abroad's role in relation to the Program.
- (c) Challenges Abroad may share relevant Participant information with placement hosts, homestays, accommodation providers, transport providers, activity providers, medical providers, insurers and the School where reasonably necessary for Program delivery, health, safety and emergency response.

## 15 CONDUCT, DISCIPLINE AND REMOVAL

- (a) The Participant must comply with all behaviour standards, codes of conduct, health and safety requirements, safeguarding requirements, local laws and reasonable directions communicated by Challenges Abroad, the School, local operators and in-country staff.
- (b) Challenges Abroad may take disciplinary action where the Participant breaches these Terms, the Code of Conduct, health and safety directions or safeguarding requirements.
- (c) Serious misconduct may result in immediate removal from the Program, including where the Participant:
  - (i) possesses, uses or supplies illicit drugs or unauthorised alcohol;
  - (ii) breaks local laws;
  - (iii) disobeys health and safety instructions in a way that results in, or risks, harm;
  - (iv) engages in gross misconduct; or
  - (v) engages in conduct that reasonably poses a risk to the Participant's health or safety or to the safety or wellbeing of others.
- (d) If the Participant is removed from the Program:
  - (i) You will be responsible for arranging and funding the Participant's return travel and associated costs;
  - (ii) Challenges Abroad will not be responsible for additional costs arising from the removal; and
  - (iii) no refund will be payable except where required by law.

## 16 CONFIDENTIALITY

- (a) Except as contemplated by this Agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.
- (b) This clause 16 does not apply to:
  - (i) information required to be disclosed by any law; or
  - (ii) information disclosed by Challenges Abroad to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this Agreement.
- (c) For the purposes of this Agreement, "**Confidential Information**" means information of or provided by a party to the other party under or in connection with this Agreement that is by its nature confidential information, is designated by the party as confidential, or the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.

## 17 INTELLECTUAL PROPERTY

- (a) Intellectual Property Rights in all information and other materials provided as part of the Services are owned or licenced by Challenges Abroad. Except as permitted under applicable laws, no part of the material can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purpose without the express written consent of Challenges Abroad.
- (b) You do not acquire any Intellectual Property Rights in any Company IP under these Terms. Any Developed IP will be solely and exclusively owned by Challenges Abroad.
- (c) **(definitions)** For the purposes of this clause 17:

- (i) **"Developed IP"** means any materials produced by Challenges Abroad in the course of providing the Services, either alone or in conjunction with the Customer or others, and any Intellectual Property Rights attaching to that those materials.
- (ii) **"Company IP"** means all Material owned or licensed by Challenges Abroad that is not Developed IP and any Intellectual Property Rights attaching to that material.
- (iii) **"Intellectual Property Rights"** means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, Confidential Information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the Start Date, whether registered or unregistered.
- (d) Nothing in this agreement is intended to limit the operation of the ACL. Under the ACL, the Customer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

## 18 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

## 19 NOTICES

- (a) A notice or other communication to a party under this Agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this Agreement, or if no email address is specified in this Agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this Agreement as at the date of this Agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,whichever is earlier.

## 20 GENERAL

- (a) (**Governing law & jurisdiction**) This Agreement is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each party irrevocably waives any objection to the

venue of any legal process on the basis that the process has been brought in an inconvenient forum.

- (b) **(Amendments)** This Agreement may only be amended in accordance with a written agreement between the parties.
- (c) **(Waiver)** No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (d) **(Severance)** Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.
- (e) **(Joint and several liability)** An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.
- (f) **(Assignment)** A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (g) **(Entire agreement)** These Terms, together with the Program itinerary, invoice, registration form and Parent Consent form constitute the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this Agreement.