

CCC ADVENTURES PTY LTD
STANDARD TERMS AND CONDITIONS OF SERVICE

References to 'We, Us and Our' means the Company. The terms set out below (**Terms**) apply to Services carried out by Us and should be read together with the other documents comprising the Contract. The Participant will be deemed to have read, understood and accepted these Terms on execution of the Application Form or when the Participant otherwise requests that the Company provide the Tour to the Participant.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms, unless the context otherwise requires, the following words have the following meanings:

Agent means The Don't Forget Travel Group Pty Ltd ACN 152 892 441

Application means a request for participation in the Tour made in accordance with clause 2(a).

Application Form means the document signed by the Participant for acceptance as a Participant on the Tour.

Charity means Cows for Communities Limited ABN 64 167 383 044.

Code of Conduct means the document signed by the Participant regarding behavioural expectations for the Tour

Company means CCC Adventures Pty Ltd ACN 663 014 202.

Confirmation Email means the email(s) from the Agent (or Company) confirming the acceptance of the Participant for the Tour, confirming the details of the Tour, the Payment Terms and cancellation terms.

Contract has the meaning in clause 2(f).

Deposit means the non-refundable deposit amount as specified in the Information Brochure and Confirmation Email.

Force Majeure Event includes earthquake, flood, landslide, fire, explosion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order or any government or other authority, change in Law, strikes, lockouts, labour difficulties, rationing or unavailability of essential equipment, labour or supplies and disruption, pandemic or disease, or unavailability of utilities and services which are beyond a party's control.

Fundraising Requirements Form means the form outlining the requirements for fundraising for the benefit of the Charity together with the details for directing donation funds.

GST means goods and services tax.

Information Brochure means the written document provided to the Participant which includes details of the Tour, Tour Fee and Itinerary.

Itinerary means the itinerary for the Tour prepared by Us.

Law includes all legislation, enactments, regulations, standards, by-laws, treaties and ordinances applicable to any act, omission, conduct, matter or thing for any reason.

Parent/Guardian Consent Form means the consent form completed by the Participant for participation on the Tour.

Participant means a person accepted by Us to participate in the Tour and receive the Services.

Payment Terms means the terms for payment specified in the Information Brochure and the Confirmation Email.

Services means the services to be provided by Us to the Participant that are the subject of the Contract and described in clause 3.

Tour means the tour operated by the Company in Cambodia, Botswana or such other location as the Company determines from time to time.

Tour Location means the location of the Tour as specified in the Information Brochure.

Tour Fee means the Tour Fee payable to the Agent or the Company as directed in the Information Brochure, for the Services as specified in the Information Brochure and signed by the Participant.

2. APPLICATION

- (a) If a person wishes to participate in the Tour, they must send a completed Application Form to Us by the time specified in the Information Brochure.
- (b) The parties acknowledge that the submission of an Application Form does not automatically qualify the person to be a Participant.

- (c) The Participant acknowledges and agrees that once an Application is accepted, these Terms together with the Agent's Terms will apply in its dealings with the Company, to the exclusion of all other terms and conditions.
- (d) A contract between the Company and the Participant for the supply by the Company, and the acquisition by the Participant, of the Services will come into existence on the date that We notify the Participant that their Application has been accepted.
- (e) We may accept or reject an Application in Our sole discretion.
- (f) The Contract will comprise:
- (i) the terms and conditions set out in these Terms and the Agent's Terms;
 - (ii) Application Form;
 - (iii) Information Brochure;
 - (iv) Code of Conduct;
 - (v) Fundraising Requirements Form;
 - (vi) Parent/Guardian Consent Form; and
 - (vii) the invoice issued to the Participant.
- Nothing in this clause or these Terms will affect or restrict any terms, conditions or guarantees implied or provided for by applicable law which cannot lawfully be excluded by Us.
- (g) In the event of an inconsistency between any of the documents listed in clause 2(f) above, these Terms will prevail to the extent of the inconsistency, with the terms of the Application Form (if any) prevailing thereafter.
- (h) No Contract which has been created can be cancelled by the Participant except with the prior written consent of the Company, on such terms and conditions as the Company may require.

3. SERVICES

3.1 Description of Services

- (a) The Company or the Agent on behalf of the Company, will provide the Services to the Participant, including (without limitation):
- (i) booking and securing accommodation for the Participant at the Tour Location;
 - (ii) booking and arranging entry for museums, places of interest and other venues visited at the Tour Location as determined in Our sole discretion;
 - (iii) providing meals for the duration of the Tour as specified in the Information Brochure and such other meals as provided in Our sole discretion;
 - (iv) arranging transportation for the duration of the Tour;
 - (v) any other services required to be provided pursuant to the Contract; and
 - (vi) any other services provided at Our discretion.
- (b) We will provide the materials and resources required for the Participant to participate in the activities at the Tour Location (as described in the Information Brochure), as required from time to time.
- (c) The Services do not include any services that are expressly excluded in the Information Brochure.
- (d) For the avoidance of any doubt, unless We expressly advise otherwise, the Tour Fee is inclusive of any entrance fees, booking fees, transport costs or other costs associated with the delivery of the Services.
- (e) Domestic tourism taxes and/or airport taxes may be applicable and are not included. These need to be paid directly by the Participant as and when required.
- (f) In the event of government imposed tax changes, We reserve the right to alter the rates accordingly. We will attempt to avoid this from occurring. However, We reserve right to collect any variances which may arise.

3.2 Provision

- (a) We will use reasonable endeavours to provide the Services the subject of any Contract on the dates specified in the Information Brochure.
- (b) The Participant acknowledges and agrees that despite clause 3.2(a), any dates for the provision of the Services are approximate only, and will not be binding on Us. We will use our reasonable

endeavours to keep the Participant informed of any delays and any revised delivery dates.

3.3 Subcontracting

We may in our sole discretion subcontract the provision of some or all of the Services the subject of any Contract to a third party.

4. ITINERARY

- (a) We will provide the Participant with a copy of the Itinerary prior to the commencement of the Tour.
- (b) The Participant acknowledges that the schedule and activities listed in the Itinerary are subject to change. We will use Our best efforts to keep the Participant informed from time to time of any material changes to the Itinerary.

5. FUNDRAISING REQUIREMENTS

- (a) The Participant agrees and acknowledges that it is a condition for acceptance as a Participant on the Tour that the Participant use its best endeavours prior to the commencement of the Tour to undertake fundraising activities for the benefit of the Charity as partner for Project J916N with Global Development Group (GDG; ABN 57 102 400 993).
- (b) The Participant agrees to undertake fundraising activities and direct funds for the benefit of the Charity pursuant to the Fundraising Requirements Form.
- (c) The Participant acknowledges that the Company is a "related party" of the Charity. For the avoidance of any doubt, the Tour and Services are conducted by the Company and not the Charity. The Charity will not be liable for any act or omission in connection with the Tour. The Company has full responsibility for the Tour and the Participant releases and indemnifies the Charity in respect of any claims, past, present or future.

6. PARTICIPANT OBLIGATIONS

- (a) The Participant is responsible for ensuring the accuracy of each document which comprises the Contract and all information it provides to Us. We will rely on the authority of the person making the booking to act on behalf of any other Participant on the booking and that person will bind all such travellers to these terms and conditions.
- (b) The Participant is solely responsible, at its sole cost and expense, for obtaining and maintaining any travel insurance, medical insurance, passports, visa, and any other clearances and consents required from government agencies or authorities for the acquisition and use of the Services by the Participant.
- (c) The Participant acknowledges and agrees that it is a compulsory requirement to participate in the Tour that appropriate travel insurance is taken out to cover your travel arrangements. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance.
- (d) Evidence of such insurances should be produced to Us upon request.

7. TOUR FEE

7.1 Tour Fee Payment Terms

- (a) In consideration of the supply of Services, the Participant must pay the Tour Fee to the Agent (unless directed otherwise by the Company) in accordance with the Payment Terms.
- (b) The Participant acknowledges that the Deposit is a **non-refundable Deposit**.
- (c) The Participant acknowledges that the balance of the Tour Fee (less the Deposit) is applied in accordance with the Cancellation Policy set out in clause 10.

7.2 Application

The Participant acknowledges that each Application Form is accepted by Us on the basis of, and in reliance upon, the information provided by the Participant, and further acknowledges that the provision of incomplete or misleading information by the Participant, unforeseen circumstances, misinterpretations, variations and similar events may result in charges additional to those set out in the Application Form being payable by the Participant for the Services the subject of the relevant Application. We may vary the Tour Fee by notice to the Participant if:

- (a) We provide additional Services at the request (written or verbal) by the Participant or otherwise as necessary to undertake and provide the Tour;
- (b) We undertake additional work or services which are required as a result of unexpected or undisclosed or local conditions encountered by Us whilst providing the Services;
- (c) a change of Law or technological advancement occurs during the provision of the Services which (in Our reasonable opinion) results in increased cost to Us in the provision of the Services.

7.3 Payment

- (a) All payments due by the Participant under the Application Form must be paid in accordance with the Payment Terms, as specified in the Confirmation Email in the manner requested by Us from time to time and in accordance with invoices issued by our Agent or Us.
- (b) If the Participant fails to make any payment by the due date, then without prejudice to any other right or remedy available to the Company, the Company can in its discretion:
 - (i) suspend the provision of Services until such default is corrected;
 - (ii) cancel any Contract or suspend any further supply of Services to the Participant; and/or
 - (iii) charge the Participant (both before and after any judgement) on the unpaid amount at the rate of 10% per annum until payment is made in full.

8. GST

8.1 Consideration GST exclusive

Unless otherwise expressly stated, the Tour Fee and other sums payable or consideration to be provided under these Terms are exclusive of GST.

8.2 Payment of GST

If GST is payable by the Participant, the Participant must pay to the Company or Agent (as the case may be) an additional amount on account of GST as specified in a Tax Invoice.

9. CONFIDENTIAL INFORMATION

- (a) The Participant must keep confidential any information obtained from Us in the course of the performance of these Terms, where that information is or can reasonably be considered to be confidential to the Company (**Confidential Information**).
- (b) The Participant must not use or disclose the Confidential Information for any purpose other than that which the information was disclosed.

10. CANCELLATION POLICY

10.1 Cancellation by Us

- (a) The Participant acknowledges that all details and dates relating to the Tour are subject to change and are at all times subject to the number of Participants approved for the Tour.
- (b) In the event that We cancel the Tour for reasons other than a Force Majeure Event, We will provide notice as soon as practicable in the circumstances to the Participant; and offer the Participant the option of being provided with equivalent services at a later date or a full refund (including the Deposit).

10.2 Cancellation by Participant

- (a) The Participant acknowledges that the following cancellation terms apply, unless modified by the cancellation terms specified in the Confirmation Email:
 - (i) if the Participant cancels the Contract, prior to the due date for the final payment (**Final Date**) we will retain the Deposit;
 - (ii) if the Participant cancels the Contract after the Final Date but at least 121 days prior to commencement of the Tour, we will retain 30% of the Tour Fee;
 - (iii) if the Participant cancels the Contract after the Final Date but at least 30 days prior to commencement of the Tour, we will retain 75% of the Tour Fee; and
 - (iv) if the Participant cancels the Contract less than 30 days prior to commencement of the Tour, we will retain 100% of the Tour Fee.

11. EXCLUSION AND LIMITATION OF LIABILITY

11.1 Applicable law unaffected

The parties acknowledge and agree that:

- (a) State and Commonwealth legislation implies certain non-excludable guarantees, warranties and conditions into particular agreements for the supply of goods and services, which cannot be excluded, restricted or modified (**Non-Excludable Guarantees**);
- (b) We do not exclude, restrict or modify the Non-Excludable Guarantees or the remedies available to the Participant at law and which cannot be lawfully excluded and which may be applicable.

11.2 Exclusion of liability

- (a) The Participant acknowledges and understands that apart from any Non-Excludable Guarantees which may apply, We do not make or provide any express warranties or guarantees regarding the Services.
- (b) To the maximum extent permitted by law, We exclude all warranties, terms, conditions and guarantees regarding the Services and any other goods or services supplied or provided under these Terms which are implied by law (including the general law) or custom.

11.3 Limitation of liability

- (a) To the maximum extent permitted by law, Our liability to the Participant for a breach of any of the Non-Excludable Guarantees in respect of any goods or services provided to the Participant under these Terms (including but not limited to the Services) is limited to any one of the following, at Our election:
 - (i) in the case of goods provided in the course of rendering the Services - replacement of the goods or the supply of equivalent goods, or payment of the costs of having the goods repaired; and
 - (ii) in the case of services, including any Services provided under any Contract - the supply of the services again, or payment of the cost of having the services supplied again.

11.4 Indemnity

- (a) The Participant agrees to make independent enquiries with the Company about the risks associated with the Tour and other third parties regarding the need to acquire an independent insurance policy prior to undertaking a Tour.
- (b) The Participant is solely responsible for determining the suitability of the Services for the Participant. The Participant warrants that it has had the prior opportunity to seek advice in respect of the Contract prior to submitting an Application Form or undertaking a Tour.
- (c) The Participant assumes all risk associated with the Tour, and agrees to indemnify and keep indemnified the Company and the Charity, their related entities, directors, agents and employees for such losses that arise as a result of their participation in the Tour or the delivery of the Services, including (without limitation):
 - (i) illness, personal injury or death;
 - (ii) inadequacy of, delay in, change or variation to, or failure in the provision of any services or products in connection with the Tour, or any part of the Itinerary;
 - (iii) any Force Majeure Event pursuant to clause 12.3;
 - (iv) any statutory or regulatory obligation in connection with travel, including but not limited to entry, safety or security such as passport, visa, or vaccination obligations; and
 - (v) any act or omission by the Company or the Charity in providing the Services.

12. GENERAL

12.1 Amendment

These Terms may be amended by the Company and notified to the Participant from time to time.

12.2 Entire document

This document, together with the Contract and the Agent's Terms; contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these Terms and has no further effect.

12.3 Force Majeure

- (a) Notwithstanding anything else contained in these Terms, We will not be liable for any delay in or failure to comply with these Terms if such delay or failure is caused by a Force Majeure Event.
- (b) If a Force Majeure Event occurs, We will notify the Participant of the occurrence and expected duration of that event. We will use all reasonable endeavours to prevent the Force Majeure Event.
- (c) If a delay or failure by to perform Our obligations due to Force Majeure Event exceeds 30 calendar days, We may immediately terminate these Terms by providing notice in writing to the

Participant and at our discretion offer the Participant either a refund or a credit note (or a combination of both) for equivalent services provided at a later date.

12.4 Waiver

No waiver by Us of any breach or default by any other party is effective unless reduced to writing and signed by Us, and any such waiver does not constitute a waiver of any other continuing breach or default under these Terms.

12.5 Remedies

- (a) Other than as provided in these Terms, the rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law or of any other such right or remedy. Any single or partial exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under these Terms.
- (b) The rights and obligations of the parties pursuant to these Terms are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

12.6 Severance

If any provision of these Terms is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

12.7 Governing Law

This document is governed by the law in force in the state of South Australia.

12.8 Disputes

In the event of any dispute, Participants must write to Us outlining details of the dispute, stating that the notice is a 'Dispute Notice', setting out the facts and proposed remedies. The parties must negotiate in good faith for a period of at least 30 days prior to referring the matter to mediation if the parties cannot resolve the dispute. The parties must use their best endeavours to resolve the dispute by way of alternative dispute resolution prior to making any application to a court or tribunal or other regulatory body. The Participant acknowledges and agrees to maintain strict confidentiality regarding any dispute between the parties (with the exception of its legal advisers) and will not disclose any details of dispute or grievance to the media or public.

12.9 Acknowledgement by Participant

I, [insert name]
hereby acknowledge and agree that I have read and understood these Terms and agree to be bound by these Terms.

Signed:

Date: