



Eat Love Pray Trip with CCT - Terms & Conditions

1 Definitions

1.1 Definitions

In these Terms, the following definitions will apply:

Australian Consumer Law or ACL means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

CCT means Cambodian Children's Trust Australia ABN 83 158 383 558.

Participant means the person who has made a booking (or for whom a booking has been made) with CCT to secure their spot on the Trip and who meets the Eligibility Criteria.

GST has the meaning given to that term in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Indirect Loss means any one or more of the following:

- (a) economic loss, loss of actual or anticipated profits, loss of revenue, loss of savings, loss of production, loss of business, loss of opportunity, loss of access to markets, loss of goodwill, loss of reputation, loss of credit, loss of publicity, loss of data, loss of use, loss of interest or loss arising from business interruption; and
- (b) any special, indirect, consequential, incidental, punitive, exemplary or unforeseeable loss or any similar loss.

Eligibility Criteria has the meaning in clause 4.1.

Force Majeure means any unusual and unforeseeable circumstance or event such as a fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lock out, political unrest, war or threat of war, riots, political or civil strife or unrest, terrorist activity, nuclear disaster, adverse weather conditions, health risk or epidemic, acts of God or any other matter beyond CCT's control.

Fundraising Minimum Amount means AUD \$3,000.00.

Terms means these Terms & Conditions.

Trip means the ethical travel experience to Battambang Cambodia to raise funds for the CCT's Village Hives known as the Eat Love Pray trip.

Trip Cost means AUD \$1,650.00 which includes accommodation transport, breakfast, lunch and daily activities, unless notified otherwise by CCT.

1.2 Interpretation

In these Terms, unless the context otherwise requires:

- (a) words denoting any gender include all genders;
- (b) headings are for convenience only and do not affect interpretation;
- (c) the singular includes the plural and vice versa;
- (d) any schedule attached to these Terms forms part of it;
- (e) a reference to a party includes its legal personal representatives, successors and permitted assigns;
- (f) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (g) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (a) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, these Terms or any part of it;
- (h) unless expressly stated to be otherwise, the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar inclusive expressions; and
- (i) a reference to these Terms means these Terms and includes any variation or replacement of these Terms.

2 General

- 2.1 These Terms constitute the entire contract between you and CCT. Unless expressly agreed to in writing, no other representation, warranty, condition or term forms part of these Terms.
- 2.2 CCT reserves the right to assign to any other entity some or all of the rights and/or liabilities arising under these Terms. In such circumstances, you agree to these Terms applying with that other entity.
- 2.3 All bookings with service providers other than CCT are subject to the terms and conditions and limitations of liability imposed by these service providers and you agree to be bound by them. Some of these service providers limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage or property. CCT does not accept any responsibility for any loss as a result of any act or omission of any third parties.
- 2.4 The Trip's itinerary does not form part of these Terms.

- 2.5 If you make a booking on behalf of any other person, you represent to CCT that you have their authority to make the booking on their behalf and to legally bind them to the terms of these Terms. Each reference to “You”, “Your”, “Participant” means the person who makes the booking and each other person covered by the booking.

3 Booking and Payment

- 3.1 A deposit of AUD \$500.00 per Participant is required at the time of booking.
- 3.2 You confirm your understanding and acceptance of the Terms by paying your deposit or otherwise paying any part of your Trip Cost. If you do not understand and accept these Terms, you should not make any payment to CCT and in this case, we will cancel your booking within 7 days after you made your booking. If we do not receive your booking deposit within 7 days after you make your booking, CCT will automatically cancel your booking without further notice to you.
- 3.3 Bookings and availability of the Trip is not confirmed and no contract exists between you and CCT until receipt of the deposit is paid for each Participant. Upon receipt of the deposit, the booking will be confirmed subject to availability.
- 3.4 The balance of the Trip Cost must be paid no later than three (3) months prior to the commencement of the Trip.
- 3.5 CCT reserves the right to cancel your booking if the balance is not paid by the required time and such a cancellation is subject to a cancellation fee in accordance with clause 7 of these Terms.
- 3.6 Any bookings made within three (3) months prior to the commencement of the Trip must be paid in full at the time of booking.

4 Eligibility Criteria

- 4.1 In order for a Participant to be eligible to participate on the Trip, they need to meet the following requirements:
- (a) Participant has made a booking on CCT’s website [Eat Pray Love - Cambodian Children's Trust \(cambodianchildrenstrust.org\)](http://Eat Pray Love - Cambodian Children's Trust (cambodianchildrenstrust.org));
 - (b) CCT has provided written confirmation that there is an available spot for you on this Trip;
 - (c) Participant has met the Minimum Fundraising Amount at least 7 days before the commencement of the Trip;
 - (d) Participant has provided to CCT an insurance certificate for travel insurance in accordance with clause 13 at least 7 days before the commencement of the Trip.

(“Eligibility Criteria”)

5 Currency Fluctuations and Other Cost Increases

- 5.1 Trip Cost are based on costs and exchange rates calculated at the time of booking and may be subject to change due to changes in exchange rates, the costs of suppliers or service providers or due to government charges or taxes. Where a surcharge is deemed necessary by CCT, the increase will be payable by the Participant.

6 Fundraising Minimum Amount

- 6.1 If the Participant is unable to meet the Fundraising Minimum Amount 7 days before the commencement of the Trip, the Participant must pay the shortfall to meet the Fundraising Minimum Amount.

7 Cancellation Policy

- 7.1 If you wish to cancel the Trip, you must notify CCT in writing by email to info@cambodianchildrenstrust.org (a 'delivered' receipt and a 'read' receipt should be attached to the email) or by posting the notice to CCT's business premises. Notice of cancellation will not take effect until received by CCT. Notice of cancellations must be received at least 30 days before the commencement of the Trip.
- 7.2 As CCT commences incurring expenses upon confirmation of a booking, CCT will retain the deposit as the cancellation fee.
- 7.3 Cancellations received less than 90 days but more than 30 days before the commencement of the Trip will incur a cancellation fee of \$1,150.
- 7.4 Cancellations received less than 30 days prior to the commencement of the Trip will incur a cancellation fee equivalent to 100% of the Trip Cost;
- 7.5 If the Participant cancels the Trip, the Funding Minimum Amount or any amount that has been raised by the Participant will not be refunded.
- 7.6 No refund will be given for "no shows" or late arrivals on the Trip.
- 7.7 No refund will be made for accommodation, meals, sightseeing or excursions or any other services not utilised on the Trip.
- 7.8 Any cancellation by you of additional services booked by CCT at your request will incur a 100% cancellation fee payable by you.

8 Changes to Trip & Minimum Numbers Required

- 8.1 CCT endeavours to follow its itinerary planned for the Trip. However, the nature of Trip requires Participants to allow for changes or alternatives to any aspect of the Trip due to circumstances which are beyond CCT's control.
- 8.2 CCT reserves the right to make such changes at any time where they are deemed to be necessary by CCT.
- 8.3 The Trip is costed according to a minimum number of Participants. In the event of insufficient Participants confirmed bookings 7 days before the commencement of the Trip, CCT reserves the right to cancel the Trip and a full refund of the Trip Cost will be provided to all Participants. No other compensation will be payable by CCT to you.
- 8.4 If CCT cancels the Trip in accordance with clause 8.3, the Funding Minimum Amount or any amount that has been raised by each of the Participants will not be refunded to the respective Participants.
- 8.5 CCT will advise you of any major change to the Trip as soon as it is reasonably possible, and you must notify CCT within 10 days of that notice (but not less than 5 days before the commencement of the Trip) of your withdrawal from the Trip with a full refund of monies paid to CCT less reasonable expenses incurred by CCT. However, CCT will not be liable to pay compensation to you.
- 8.6 A major change is one which substantially and materially alters the nature and substance of the Trip as a whole but does not include events of Force Majeure.
- 8.7 All other changes are deemed to be minor.
- 8.8 Where changes must be made to the itinerary due to Force Majeure, no compensation will be paid and any cancellation by you will be subject to a cancellation fee. If the Trip must be cancelled before its commencement due to Force Majeure, CCT will give a full refund of the Trip Cost less reasonable expenses incurred by CCT. If the Trip is cancelled due to Force Majeure during the Trip, no refund will be made except for expenses or costs which have not yet been paid by CCT to third parties and which CCT is not required to pay, or which have been refunded by third parties.
- 8.9 CCT is not responsible for the costs of any other travel arrangements made by you which may be affected by any delay or cancellation, rescheduling or change of any aspect of the Trip.

9 GST

- 9.1 Terms used in this clause 9 that have a particular meaning in the GST Act have the same meaning in this clause. Any reference to GST payable by a party, or to an input tax credit entitlement of a party, includes any corresponding GST payable by, or input credit entitlement of, the representative member of any GST group of which that party is a member.

- 9.2 All consideration for any taxable supply provided for by these Terms or any related document or agreement is exclusive of GST unless the contrary is clear. The amount of that consideration must be increased by an additional amount equal to the GST on that taxable supply. The party who has to pay the additional amount must pay it at the same time as the consideration in respect of that taxable supply becomes due or, if the supplier has to pay (or allow credit against) the relevant GST before then, the additional amount must be paid at that earlier time.
- 9.3 If an amount of consideration under these Terms or any related document or agreement is calculated as specific compensation or reimbursement for an expense, loss or liability of a supplier, the consideration must be calculated after excluding any amount for which the supplier is entitled to an input tax credit as recipient of the item to which the expenses, loss or liability relates.
- 9.4 A party is not obliged to make any payment for GST unless it is provided with a tax invoice which complies with the GST Act.
- 9.5 If at any time an adjustment is made or required to be made between a party and the relevant taxing authority on account of any amount paid as GST under these Terms or any related document or agreement:
- (a) a corresponding adjustment must be made;
 - (b) adjustment notes must be issued; and
 - (c) any payment must be made,
- between the parties as may be necessary to give effect to the adjustment.

10 Liability

- 10.1 CCT will have no legal liability whatsoever:
- (a) for any loss or damage to your property, luggage or other personal effects, and such items remain at your risk at all times, including when being carried by or under the control of a CCT representative;
 - (b) for any inconvenience, delay, illness, personal injury, or death, or any other loss or damage you may suffer arising directly or indirectly from any aspect of the Trip;
 - (c) for any injury, damage, death, loss, accident or delay to you or your property due to an act and/or omission of any supplier or service provider to CCT or by an Act of God;
 - (d) for any loss, damage or delay due to an event of Force Majeure, sickness or injury to a participant on the Trip, theft, or any other causes beyond CCT's control.
- 10.2 You must consider all travel, trip and itinerary information of relevant authorities and you acknowledge that your decision to participate in the Trip is made in light of your

consideration of such information and you assume the personal risks involved in such travel.

- 10.3 You agree, for yourself and your heirs, executors, administrators and assigns to release CCT, its employees, agents, officers, representatives from any and all claims for loss, damage or injury suffered by you as a direct or indirect result of your participation in the Trip and, to the fullest extent permitted by law, you expressly waive any claims you may have against CCT arising out of or in connection with your participation in the Trip. You acknowledge that the Trip is adventurous:
- (a) that bicycling is a strenuous activity and that there are potential hazards and a degree of risk associated with participating in the Trip involving potential exposure to injury and possibly death;
 - (b) in regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
 - (c) using or being a passenger of a tuk-tuk is a potentially dangerous activity and may expose the Participant and other Participants to a degree of risk of serious bodily injury or death which may be caused by Participant actions or omissions or the actions or omissions of others;
 - (d) the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain, high altitude, extremes of weather, including sudden and unexpected changes, political instability, remoteness from communications;
 - (e) there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility, but insurance may cover you depending on the circumstances.

You assume all the responsibility and liability for all associated risks of the Trip.

- 10.4 You are aware that this Trip inherently may involve risks that may arise in the normal course of any overseas trip. You accept all the inherent risks and the possibility of personal injury, death, property damage, or loss. You acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks associated with such travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, being a reason for your participation.
- 10.5 In recognition of the above, each Participant elects voluntarily to enter into these Terms and to assume all risks of loss, damages, injury or death than may be sustained and to participate in the Trip at their own risk.
- 10.6 Participation in the Trip should only be considered if you are in proper physical and medical condition to undertake the Trip activities. You are responsible for determining whether you are able to meet the physical demands of the Trip and your health and wellbeing throughout the Trip remains your responsibility. If you have any doubts as

to your health and fitness to participate, you should consult a physician before booking.

- 10.7 To the fullest extent permitted any condition or warranty which would otherwise be implied by law into these terms and conditions is excluded.

11 Limitation of liability

- 11.1 Nothing in these Terms is or should be interpreted as an attempt to modify, limit or exclude any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by legislation which cannot be modified, limited or excluded.
- 11.2 CCT excludes to the extent permitted by law all other guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, which would otherwise be implied into these Terms concerning the activities covered by these Terms.
- 11.3 The Participant agrees that it does not rely on any guarantee, term, condition, warranty, undertaking, inducement or representation made by or on behalf of CCT which is not expressly stated in these Terms.
- 11.4 Where any legislation implies or imposes a guarantee, term, condition, warranty, undertaking, inducement or representation in relation to these Terms and CCT is not able to exclude that guarantee, term, condition, warranty, undertaking, inducement or representation (**Non-Excludable Provision**), and CCT is able to limit the remedy of the Participant for a breach of the Non-Excludable Provision, then CCT's liability for breach of the Non-Excludable Provision is limited to (at the CCT's election):
- (a) in the case of goods, the repair or replacement of the goods or the supply of equivalent goods (or the payment of the cost of doing so); and
 - (b) in the case of services, the supplying of the services again (or the payment of the cost of doing so).
- 11.5 Subject to CCT's obligations under the Non-Excludable Provisions and clause 11.6, CCT's maximum aggregate liability to the Participant in respect of any one claim or series of connected claims under these Terms or in connection with its subject matter, whether arising in or for breach of contract, negligence or other tort, breach of statutory duty, or under an indemnity or otherwise is limited to an amount equal to the amount paid by the Participant to CCT for the Trip.
- 11.6 Subject to CCT's obligations under the Non-Excludable Provisions, CCT is not liable to the Participant or any third party for any Indirect Loss arising in connection with these Terms or its subject matter, whether arising in or for breach of contract, negligence or other tort, breach of statutory duty, breach of warranty or guarantee, under an indemnity or otherwise and whether or not that loss was foreseeable, even if CCT has been advised of the possibility of such loss.

12 Tour Details and Participant Conduct and Behaviour

- 12.1 CCT aims to provide a safe, enjoyable and memorable experience for all participants. However, CCT's Trip is designed for people with a particular physical ability and we ask that you consider the following before making a booking:
- (a) CCT does not employ medical personnel. Any necessary medical care you need will be provided locally at your cost. CCT will not be responsible or liable for the quality of the care or services that you receive;
 - (b) For CCT's Trip there is no minimum or maximum age limit. However, we strongly recommend all participants ensure they have the physical and mental health to participate in the Trip activities. All travellers under the age of 18 must be accompanied by a parent, guardian or other adult who is responsible for the child's day to day care.
- 12.2 Participants are responsible for all travel arrangements and costs to and from the Trip commencement and conclusion points unless CCT has agreed otherwise in writing.
- 12.3 CCT representatives may be required to make decisions during the Trip for the safety or wellbeing of you or the other Participants on the Trip and all such decisions of the CCT representative are final. By making a booking, you agree to comply with such decisions of the CCT representative.
- 12.4 All participants and CCT representatives have a right to travel and work in a safe and enjoyable environment. CCT may, at its absolute discretion, immediately remove you from the Trip if you cause any threats to the safety or wellbeing of any person, or for inappropriate behaviour. In such circumstances, no refunds will be given and CCT will not be liable for any costs or claims by you.
- 12.5 You are responsible for compliance with all laws of the country or countries in which the Trip operates.
- 12.6 Any costs incurred at accommodation facilities due to damage by you or requiring excess cleaning fees must be paid by you.
- 12.7 You must follow the instructions of the CCT representative and take care of any equipment or facilities allocated for your use or the Trip group's use.
- 12.8 In the event that you are prevented from traveling on any form of transportation because you are deemed to be unfit for travel by a Trip representative or a CCT representative, CCT has no further responsibility as to your journey or your participation in the Trip. Full cancellation charges will be incurred by you and no refund will be given nor will CCT be under any obligation to pay compensation or to cover any of your costs incurred as a result of such events.

13 Insurance

- 13.1 All Participants must take out personal comprehensive travel insurance with a reputable insurance company to cover you the full duration of the Trip. The insurance must cover all of the activities that you will participate in during the Trip. Your

insurance details must be provided to CCT at least 7 days before the commencement of the Trip.

- 13.2 Your comprehensive insurance must cover cancellation due to unforeseen circumstances or events, illness, accident or death, medical expenses, personal accident, death, property damage and loss, lost baggage, emergency repatriation and public liability.
- 13.3 You agree to indemnify CCT against all third-party claims, actions, damages and remedies which may be brought against CCT in respect of your participation in the Trip.

14 What is not included in the Trip Price

- 14.1 Airfares and other travel expenses incurred to and from the Trip commencement and completion points, airport taxes, passport, visa and any other permit or certificate fees, insurance, any personal expenses, medical fees, sightseeing, entrance fees, and dinners not included in the itinerary, baggage costs, optional activities and excursions and the like are not included in the Trip Cost unless specifically included as part of the itinerary or agreed in writing.

15 Promotional Material

- 15.1 You agree for that your image (video and photo) may be taken by CCT representatives before, during or after your participation in the Trip and used by CCT for any promotional purposes such as use in brochures and/or advertising material or publicity material without obtaining further consent from you or providing you with any payment in respect of such use. The grant of such a licence is irrevocable and operates worldwide.

16 Passports, Visas and Documentation

- 16.1 You are required to have a valid passport and all necessary visas, permits and certificates required for your Trip as well as any necessary vaccinations. A valid passport must be always carried and be valid for 6 months beyond the completion date of the Trip.
- 16.2 CCT is not responsible for any refused entry to a country because of lack of the correct passport, visa, or other travel documentation.
- 16.3 CCT also requires information to make the necessary Trip arrangements. Necessary details include your full name as stated on your passport, your date of birth, nationality, passport number, passport issue and expiry date, and any pre-existing medical conditions which may affect your ability to participate in the Trip.
- 16.4 Any personal information that CCT collects from you may be used for any purpose associated with arranging or operating the Trip. The information may be disclosed to

CCT's agents, service providers or other suppliers to arrange or operate the Trip. CCT will otherwise treat your details as private and confidential.

17 Indemnities

- 17.1 Each indemnity in these Terms:
- (a) is a continuing obligation, separate and independent from the other obligations of the parties;
 - (b) will not be affected by any matter including without limitation, the termination, renewal or extension of these Terms or any indulgence, waiver or other concession given by a party unless the party benefiting from the indemnity agrees in writing; and
 - (c) includes legal costs and disbursements on a full indemnity basis.
- 17.2 It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by these Terms.
- 17.3 A party must pay on demand any amount it must pay under an indemnity in these Terms.

18 General

- 18.1 CCT may serve any notice on the Participant by hand or by prepaid post to the address of the Participant last known to CCT or by email to an email address supplied by the Participant. Any such notice is taken to be duly given and received:
- (a) if delivered by hand, when delivered; or
 - (b) if delivered by prepaid post, two business days after being deposited in the mail with postage prepaid; or
 - (c) if delivered by email, on the day of dispatch provided that no notice of non-delivery is received.
- 18.2 These Terms record the entire agreement between the parties in relation to its subject matter. It supersedes all prior contracts, arrangements, understandings or negotiations by, or between, the parties in relation to the subject matter of these Terms.
- 18.3 The failure, delay or omission by a party to exercise, or to partially exercise, a right, power or remedy under these Terms (or any connected agreement) does not operate as a waiver of that right, power or remedy. A party which exercises, or partially exercises, a right, power or remedy maintains its right to further exercise the same right, power or remedy or to exercise another right, power or remedy. A party waives a right, power or remedy only by explicitly doing so in a written notice to the other party and the waiver is strictly limited to the matters specified in the notice.

- 18.4 The rights, powers, authorities, discretions and remedies of a party under these Terms do not exclude any other right, power, authority, discretion or remedy.
- 18.5 If any provision of these Terms is determined by a court or other competent tribunal or authority to be illegal, invalid or unenforceable then:
- (a) where the offending provision can be read down so as to give it a legal, valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result;
 - (b) where the offending provision cannot be read down then that provision must be severed from the Terms in which event, the remaining provisions of these Terms operate as if the severed provision had not been included; and
 - (c) the legality, validity or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction is not affected,
- but only to the extent that is consistent with giving substantial effect to the intentions of the parties under these Terms.
- 18.6 These Terms can only be amended, supplemented or replaced by another document signed by the parties or as otherwise permitted by these Terms.
- 18.7 These Terms (and each connected agreement) is governed by the law of New South Wales. Each party submits to the jurisdiction of the courts in New South Wales in connection with matters concerning these Terms and any connected agreement.