

TERMS AND CONDITIONS

1. MEANINGS OF WORDS

1.1 In this Agreement, unless the context requires otherwise, the following words mean:

Agreement means this agreement, the attached schedules, and any document imported by reference or implication;

Tour Package means the travel and accommodation package offered by the Principal and outlined and described in the brochure containing this Agreement;

Our means anything belonging or referable to Us;

Principal means the person, company or organisation on whose behalf We are organising the Tour Package;

We and **Us** means Network Event Management Pty Ltd ACN 094 598 339 (trading as Impact Organisation from business premises situated at Unit 24, Level 3, 2 Brandon Park Drive, Wheelers Hill, Victoria 3150); and

You and **Your** means the person/s registering to attend and participate in the Tour Package and described in the passenger details section of Schedule 1.

2. AGREEMENT

2.1. These Terms and Conditions and the Schedules together constitute this Agreement for reservations and bookings for the Tour Package (including travel arrangements).

2.2. By signing the declaration at the end of this Agreement You agree to be bound by the terms and conditions herein.

2.3. You acknowledge that in performing Our functions and obligations under this Agreement we are acting solely as agent for the Principal.

3. PRICING

3.1 All quoted prices are in Australian dollars and calculated based on exchange rates current at the time of printing.

3.2 You acknowledge that all prices quoted are dependent upon factors including the number of participants, energy or fuel surcharges, taxes, duties and other statutory charges, other industry costs, surcharges or conditions, and currency exchange rates applicable at the time of printing and are subject to change without notice and You agree to pay any increase in price.

3.3 You expressly acknowledge that prices quoted for non-Australian based activities are based on foreign exchange rates current at the date of printing and are subject to fluctuations in exchange rates. You agree to pay for any shortfalls resulting from variations or fluctuations in foreign exchange rates.

3.4 Your itinerary may require additional flights and/or accommodation depending upon the airline and tour

options You choose. You agree to pay for any additional expenses incurred in this regard.

3.5 You agree to pay for any additional expenses incurred as a result of any stopovers en route or additional flight connections.

4. CANCELLATIONS

4.1 If Your booking has been confirmed and You cancel your booking, cancellation fees will apply.

4.2 You acknowledge that:

(a) the costs of third-party suppliers, such as airlines, cruise ships, and hotels, etc, are subject to variation and cancellation charges may vary from time to time;

(b) charges relating to amendments and cancellations for air travel are subject to applicable government approved airfare conditions;

(c) charges relating to amendments and cancellations of land content and other items are as specified in this Agreement and the brochure containing this Agreement;

(d) We will not be required to make any refunds on any unused portions of the Tour Package.

5. PAYMENTS

5.1 All payments must be made by You to Us in Australian dollars.

5.2 You acknowledge that We are entitled to retain on our own account any interest earned on all money paid by You to Us under this Agreement.

6. TRAVEL INSURANCE

6.1 We strongly recommend that You obtain travel insurance and that this should be taken out by You at the time that You make the booking.

6.2 Whilst we may be able to assist You to obtain travel insurance and in that case will provide you with that insurer's or those insurers' product disclosure statement, You are responsible for choosing travel insurance that is appropriate to Your circumstances.

7. TRAVEL DOCUMENTS, SAFETY AND CONDUCT

7.1 Passports and Visas

(a) You must ensure that You have a valid passport and/or visa (if applicable) which meet the requirements of immigration and other government authorities in both Australia and overseas as applicable from time to time.

(b) You must ensure the name provided on the Booking Form is identical to the name in Your passport and other relevant travel documentation. You acknowledge and agree that You will pay any costs or charges resulting from any incorrect or incomplete information that You have provided to Us.

(c) Any fines, penalties, payments or expenditures incurred as a result of your

passport and/or visa not meeting the requirements of those authorities will be Your sole responsibility.

- (d) By entering this Agreement and by participating in the tour You warrant and represent that You will be permitted entry into all relevant countries and have sufficient documentation for this purpose.
- (e) Your passport must be valid for a period of at least seven (7) months from the anticipated date of return to Australia.

7.2 Safety

- (a) You expressly acknowledge that it is Your sole responsibility to satisfy yourself that it is safe to travel to the designated location of the conference (including any stopover destinations en route).
- (b) You must ensure that You are aware of any health requirements for Your travel and that if You are taking medication You also carry all requisite medication and immunisation documentation required by the designated location of the conference (including any stopover destinations en route). We recommend that You consult your doctor or other appropriate authority to confirm what documentation You will require.
- (c) Whilst we suggest that sources such as:
 - Australian Government Department of Foreign Affairs and Trade; and
 - www.smarttraveller.gov.au,provide useful information regarding the safety of foreign destinations and may assist you in respect of clause (a) above, we do not warrant the accuracy of any information provided or contained therein.
- (d) If You cancel all or part of Your booking due to Your disinclination to travel due to civil unrest or terrorist activities or incidents in a foreign destination You will be liable for the cancellation fees set out in clause 4 above.

7.3 Conduct

- (a) You must at all times conduct yourself in a socially and morally acceptable manner whilst participating in the Tour Package and ensure that You do not as far as is reasonably practicable either:
 - (i) interfere with or diminish the quiet enjoyment of other participants; or
 - (ii) harm the reputation of either the Principal or Us.
- (b) You must not at any time during the Tour Package commit any illegal acts or omissions either under the laws of Australia or the laws of the host country or countries. It is Your responsibility to ensure that You are aware of

what is or may be illegal under the laws of Australia and the laws of the host country or countries as applies to You.

- (c) We will not be in any way liable to You and You will be solely responsible for any consequence, loss or damage suffered by You as a consequence of your failure to comply with clauses (a) and/or (b) of this clause 7.3.
- (d) You must ensure that at all times during the Tour Package You:
 - (i) comply with all reasonable requests made of You by the Principal, Us or Our agents;
 - (ii) attend all appointments made by Us on your behalf; and
 - (iii) are present in sufficient time to board all flights, cruises or any other form of transport.
- (e) You acknowledge that You will be liable for any losses or additional expenses incurred as a result of a failure by You to comply with any of clauses 7.1(d), 7.3(d)(i), 7.3(d)(ii) and 7.3(d)(iii).

8. THIRD-PARTY PROVIDERS

- 8.1 You acknowledge that We are not responsible for the quality or standard of accommodation or services provided by a third-party provider as part of the Conference Package.
- 8.2 You further acknowledge that You have not relied on any representation made by Us in respect of the quality or standard of accommodation or services in entering this Agreement.
- 8.3 Notwithstanding any other provision of this Agreement, We do not accept any liability whatsoever for the acts, omissions or default, whether negligent or otherwise, of the Principal or any third-party that provides goods or services to You directly or indirectly in connection with the Tour Package.

9. PRIVACY

- 9.1 You acknowledge that We may collect, use and retain information about You necessary to fulfil Our obligations to You under this Agreement that are required to provide the Tour Package.
- 9.2 All personal information collected by Us about You is collected, used, and retained in accordance with the *Privacy Act 1988* (Cth).
- 9.3 You expressly permit and authorise Us to disclose so much of Your personal information to third-party providers and sponsors as is required to enable the provision of their services for the sole purpose of providing the Tour Package. Those providers may include organisations such as airlines, hotels, and booking agents.

10. ADDITIONAL TRAVEL ARRANGEMENTS

- 10.1 If You choose to extend your stay or travel to destinations in addition to those in the Tour Package You may do so (subject to price and availability) by discussing Your wishes with one of Our consultants.
- 10.2 If You make alternative travel arrangements as set out in clause 10.1, then:
- (a) You will be liable to pay any increase in prices as recalculated based on Your individual itinerary; and
 - (b) the additional travel bookings will be governed by the terms and conditions of the third-party operator providing those services.

11. GENERAL ACKNOWLEDGEMENT

- 11.1 You acknowledge and agree that:
- (a) You participate in the Tour Package entirely at Your own risk;
 - (b) all bookings with third-party providers are subject to the terms and conditions and limitations of liability as may be separately imposed by tour operators, airlines, cruise ships, hotels and any other providers of goods and services to You. If required, You will enter separate agreements or contracts with these providers;
 - (c) We will not be liable for any injury, damage, loss, accident, delay or irregularity, additional expense or liability occasioned to any person or property howsoever caused or arising including but not limited to any act, omission, neglect, default or otherwise of Our servants or agents (including as result of negligence) nor resulting from acts of God, dangers incidental to the air, land or sea, fire, breakdown in machinery or equipment, acts of de jure or de facto governments or authorities, wars whether declared or otherwise, riots, strikes, insurrections, theft, pilferage, epidemics, quarantine, medical, custom or other regulations, delays and cancellations of or charges in itinerary or schedules of overbooking, improper or insufficient passport, visa or other travel documents or by any act, omission, neglect, default or otherwise of third-party service providers, their servants or agents, or any other person involved or participating in the Tour Package; and
 - (d) We have not given you any legal and/or accounting advice as to the tax deductibility or otherwise of costs of the Tour Package;
 - (e) You have either sought or had the opportunity to seek legal and/or accounting advice as to the tax deductibility or otherwise of the costs of the Tour Package;
 - (f) and

(g) any changes made to Your travel arrangements by You or by Us at Your request are made solely at Your risk and expense.

11.2 For the purposes of this agreement:

- (i) loss or damage shall mean all loss, damage, liability, claim, and includes indirect or consequential loss
- (ii) indirect or consequential loss includes loss of profit, loss of future contracts, losses from business interruption, loss of business opportunity, loss of revenue, sales, profits, business and any other economic loss, and any loss of a third party in respect of which you are or become liable.

11.3 Our liability, if any, under this Agreement for direct, indirect, special, incidental or consequential damages will not exceed the amount paid by You to Us under this Agreement.

11.4 Nothing in this agreement is intended to have the effect of contracting out of any mandatory provisions of Schedule 2 of the *Competition and Consumer Act 2010* ("CCA"). If (and only if) the CCA applies to these terms and You are a consumer as such term is defined in the CCA, then the extent of our liability for breach of any warranty in respect of the services provided by Us to You that is mandatorily implied into these terms by the CCA shall be limited to the cost of rectifying, resupplying, or paying the cost of resupplying the services provided to You by Us.

11.5 In order to secure the punctual payment of all amounts owed by You to Us, You grant to Us:

- (a) a security interest (as defined under the *Personal Property Securities Act 2009*) over all of your present and after-acquired property in relation to which You can be a grantor of a security interest under the PPSA, whether or not You have title to the property, including but not limited to all PPSA retention of title property (as defined under section 51F of the *Corporations Act*); and
- (b) a fixed charge over all present and after-acquired property of You in relation to which You cannot be a grantor of a security interest under the PPSA.

11.6 You agree and acknowledge that We may (without limiting Our other rights under these terms, at law or otherwise) lodge caveats over Your property and take any other action to secure and Our security under this clause.

12. ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire agreement between Us and You as to its

subject matter and in relation to that subject matter, supersedes any prior understanding or agreement between the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by Us to You.

12.2 This Agreement may not be varied in any way except by written agreement by Us and You.

13. GOVERNING LAW

This Agreement will be construed in accordance with the laws in force in the State of Victoria, Australia and the parties irrevocably submit to the jurisdiction of the Courts of the State of Victoria, Australia.

14. SEVERABILITY

In the event that any clause in this Agreement is found to be void, voidable, illegal or unenforceable, that clause shall be severed from the Agreement and the remaining provisions of the Agreement will continue to operate.