



Development Together Pty. Ltd.

BOOKING TERMS AND CONDITIONS

Please read the following Booking Terms and Conditions (“Booking Terms and Conditions”) carefully as they form the basis of the contract agreement (“Agreement”) between you (“Participant”, “Applicant”, “You” or “Your”) and Development Together Pty. Ltd. (“Development Together”, “Us”, “We” and/or “Our”) in relation to Your participation on a Development Together placement (“Placement”, “Internship”).

By asking Development Together to confirm Your booking We are entitled to assume that You have read and understood these Booking Terms and Conditions and agree to be bound by them as part of Your Agreement with Us. The Country and Discipline Specific Placement Information and Terms and Conditions are valid for Placement Dates from 1 August 2019 unless otherwise indicated in Your Itinerary and supersedes all previous Country and Discipline Specific Placement Information and Booking Terms and Conditions.

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1. **BOOKING TERMS AND CONDITIONS**

1.1. Making a Booking

(a) Bookings for any Placement with Development Together are made by submitting a completed and signed booking form via the on-line portal, along with a non-refundable and non-transferable Placement deposit of \$500USD per person.

(b) Development Together will confirm receipt of Your booking and Placement deposit in writing (via email) and at this point a contract will exist between You and Development Together. This contract is personal to each Applicant, and/or their parent or legal guardian, who shall not assign the benefit of this Contract without the prior written consent of Development Together.

(c) Once Development Together has received your deposit it is counted towards the overall fee of the cost of the Placement. It is not an additional cost.

(d) It is the Applicant's responsibility to ensure that the booking form is completed honestly and accurately, and You are required to advise Development Together of any pre-existing condition, medical (physical or mental health) or otherwise, that may affect Your ability to participate on the Placement, or any condition that may impact the Placement experience for Yourself, the other Participants or Development Together staff, or Our Partner Group staff, or the Local Community we are working with.

(e) Development Together offers the Applicant a position on the Placement on the strict understanding that the Applicant has read and understood the following Booking Terms and Conditions, and all Development Together policies (as outlined on the website) and accepts and agrees to abide by them. Once accepted the Applicant becomes an official Development Together Participant.

(f) Participants agree that they will abide by the decisions of the Development Together staff/team leader/supervisor and/or local Partner Group staff engaged by Development Together whilst a Placement is in progress.

1.2. Placement Fees

(a) The price of all Placements offered by Development Together are based on the information provided by our suppliers and such prices are accurate at the time of publication.

(b) All prices are quoted in USD and are subject to change if there are increases in costs related to taxes, services fees, airport fees or currency fluctuations.

(c) Where indicated as an inclusion in Your Itinerary, Your Placement includes:

- I. 24 hour in-country support,
- II. Accommodation – usually twin/triple share but may also be may be homestay accommodation with small groups sharing an open style room (dependent on location). There is an optional single supplement payable (this may not always be available) check your placement guide for more info,
- III. Airport pick up and drop off - if you arrive on the nominated first, and leave on the last, day of your placement

- IV. A maximum of three cultural/sightseeing activities as stated in the itinerary,
- V. Small groups may have allocated an on-site interpreter (dependent on country and partner site),
- VI. Administration costs,
- VII. Certificate of Completion,
- VIII. Country and Partner Site Guide (on-line),
- IX. Induction and orientation at Partner Site,
- X. Some internal transport (as per itinerary),
- XI. Two local language lessons (dependent on country and partner site),
- XII. Pre-and post-trip preparation/briefings,
- XIII. Placement materials (as required),
- XIV. Small groups may receive the Services of a Professional Supervisor for the number of days specified in itinerary (dependent on country and partner site)
- XV. Specified meals (as per itinerary), x1 Welcome and x1 Departure dinner to amount specified in itinerary, drinks not included,
- XVI. One litre of clean drinking water per day,
- XVII. All other costs as outlined in the placement itinerary,

(e) Unless expressly listed in Your Itinerary as an inclusion, the following costs are NOT included in the Placement. These costs will be at Your expense, and detailed under the appropriate sections of the Placement information, and any supplementary written communications or instructions sent to Participants:

- I. Accommodation upgrades and single supplement fees,
- II. Additional local excursions or activities (not covered in the itinerary),
- III. Airline and airport taxes,
- IV. Any flight connections required to arrive at your Placement at the nominated time and date,
- V. City taxes on hotel accommodation,
- VI. Costs associated with gaining National Police Clearance or Working with Children Check (or similar),
- VII. Drinks (non-alcoholic and alcoholic),
- VIII. Excess baggage,
- IX. Fees associated with gaining academic credit,
- X. Fuel surcharges,
- XI. Government taxes and charges including city taxes,
- XII. Gratuities and tips,
- XIV. International airfares to partner site country,
- XV. Items of a personal nature, including but not limited to; clothing, equipment and personal medical supplies,
- XVI. Laundry,
- XVII. Local transport and travel (including daily transport to and from Placement),
- XVIII. Meals not specified in Your Itinerary,
- XIX. Overnight accommodation to meet your Placement start date,
- XX. Passport and/or travel document fees,
- XXI. Recommended individual health requirements (including vaccinations and medications),
- XXII. Souvenirs,
- XXIII. Transport and accommodation in Your home country to and from designated departure city,
- XXIV. Transport costs to and from airport if not arriving on 1st and leaving on last day of Placement,
- XXV. Travel and Professional Indemnity insurance (including trip cancellation insurance),



XXVI. Visas and/or travel document fees.

(f) Development Together endeavours to maintain its advertised price but reserves the right to increase this price without notice at any time up to and including the day of departure of any Placement in the event of exchange rate fluctuations, increases in fuel costs, airport charges, airfares or increases in ground operator service fees.

(g) Development Together reserves all decision-making rights in relation to Placements, including but not limited to internal airline carriers, departure dates, arrival destinations and Placement partners.

1.3. Payment Process

(a) The Booking Deposit refers to the mandatory deposit to be paid by You to reserve Your booking, in the amount We notify You at the time You place Your booking.

(b) You must pay the Booking Deposit of \$500USD at the time of making Your Booking. Your Booking will not be confirmed if We do not receive Your Booking Deposit by the advised date.

(c) At the time of submitting a Booking Deposit please note that this deposit is a non-refundable and non-transferable deposit, except in circumstances where We are responsible for cancelling a Placement.

(e) Your 2nd (and final) instalment (the balance remaining of your Placement costs) shall be paid to Development Together no later than 60 days prior to departure. We also reserve the right to pass on a 2% surcharge for any payment amount made by credit card or Pay Pal. No additional charge for payments made by direct credit will be made (bank transfer/EFT).

(f) A Participant's Placement cannot be confirmed until the entire Placement Fee has been paid in full. Specific details about the Placement host including address, phone number and contacts can only be provided after the full payment has been received. Failure to make final payment will result in the loss of Participant Placement with no refund.

(g) If You cannot make these payments at the required times, You must contact us and make suitable alternative arrangements. If You fail to make a payment by the due date and You haven't contacted us at least 14 days prior to make alternative arrangements, we reserve the right to remove you from the Placement. Instalment payments already made will be refunded unless you give us less than 60 days' notice of withdrawal from your Placement, in which case all payments will be forfeited.

(h) For bookings made within 8 weeks of the departure date the total cost of the Placement must be paid in full by direct deposit or credit card, or any other means deemed acceptable to Development Together at the time of the booking.

(i) Development Together reserves the right to impose an administrative charge of up to \$100USD per person for any payments that fail to reach us by the due date. We also reserve the right to pass on a 2% surcharge for any payment amount made by credit card or

Pay Pal. No additional charge for payments made by direct credit will be made (bank transfer/EFT).

(j) Any accommodation, sightseeing, additional t-shirts, flights or other services We book for You separately to those stated in Your Itinerary are not included in the Booking Deposit or Placement Fee and You must pay both the deposit and full costs for such additional services separately to the Booking Deposit for the Placement. Any request for such additional service will not be processed until your Booking Deposit is paid in full.

(k) A Variation Fee of \$300USD, plus additional costs charged by third parties, including service providers, will be charged for any variation to the original Placement purchased. The variation fee is on account of administrative expenses incurred by Us in varying Your Placement and is a genuine and reasonable pre-estimate of Our expenses. We will accept or reject Your request for variation at Our discretion.

(l) We may vary Your Placement Fee at any time where there is an increase to the Placement costs for reasons outside Our control including fuel, government taxes and charges, exchange rate fluctuations or other Placement related cost or tariffs.

(m) If you have not paid Your full Placement Fee and We must vary Your Placement Fee due to an increase in Placement cost outside Our control, any increase We apply to the Placement Price will be only to the extent required to meet such additional costs.

(n) All prices are quoted in USD, unless otherwise indicated.

1.4. Cancellation and Change of Dates and Duration

(a) If You, as a Participant, wish to cancel Your Placement with Development Together, We must be advised of this in writing by the person responsible for signing the Booking Form as soon as possible and the following charges will apply:

- I. Cancellation more than 60 days before departure will result in total loss of deposit, and You may also be liable for cancellation or change fees to airlines and other third parties. The Participant can choose to defer their travel for a period of up to 1 year from the original placement date for an administration fee of \$100USD;
- II. Cancellation less than 60 days before departure and after commencement of travel will result in total loss of Placement cost including deposit.

(b) If a refund is applicable, Your refund payment will be processed 4-8 weeks following written notification.

(c) Your booking is conditional on Us receiving a minimum number of Participant bookings to operate the Placement and ensure an enjoyable group atmosphere. Where sufficient numbers cannot be achieved, We may cancel or delay a scheduled Placement. The minimum number is typically 3 participants, although this depends on the specific Placement and is at Our sole discretion.

(d) If We need to We will endeavour to make any decision to cancel or delay a Placement at least 60 days prior to the scheduled Placement Departure Date



(e) Where We cancel a Placement, for whatever reason before departure, We will use reasonable endeavours to offer an alternate Placement at the closest possible departure date. Where the proposed alternate Placement is:

- i. cheaper than Your original Placement, We will refund the difference to you or,
 - ii. more expensive than Your original Placement, You must pay the difference to Us.
- I. If you accept the proposed alternative Placement, You will be bound by the new contract made up of these Terms and Condition and Your amended Itinerary.
- II. If You do not accept the proposed alternative Placement with 7 days of being notified by Us of the alternative, Our Contract with You will terminate, and We will refund all monies paid directly to Us back to You and We will have no further liability to You.

(f) If you decide to cancel or withdraw from any accommodation, sightseeing, flights or other services We book for You separately to those stated in Your Itinerary we will endeavour to refund you if you give us less than 60 days' notice of withdrawal from your Placement. This may be dependent on a third-parties booking conditions. Payments for any accommodation, sightseeing, flights or other services We book for You separately to those stated in Your Itinerary cannot be refunded once the 60-day period has passed regardless of flight delays, sickness during Placement etc.

(g) We are not liable for any third party cost You may incur, when we have not booked on Your behalf, for example airfares or other arrangements booked independently through or paid to a travel agent.

(h) Each Participant acknowledges that he/she has been advised to take out travel insurance that may cover cancellations in some but not all circumstances.

1.5. Insurance

(a) You acknowledge that Travel and Professional Indemnity insurance is not provided by Development Together or included in the cost of the Placement.

(b) It is Your responsibility to obtain comprehensive and valid Travel Insurance prior to the date of departure that covers You for the entirety of the travel period and location of the Placement.

(c) Professional Indemnity is optional and at the discretion of each Participant.

(d) It is the responsibility of each Participant to ensure that the Travel Insurance purchased is applicable in the country of travel.

(e) Travel Insurance should be purchased prior to finalising your flights and include, but not be limited to;

- I. cancellation of travel,
- II. casualty evacuation,
- III. compensation for loss or damage to certain property or possessions,

IV. public liability,

V. professional indemnity,

VI. property damage,

VII. personal injury and accident,

VIII. death.

(f) Development Together requests all Participants provide proof of valid Travel Insurance prior to departure or they will not be permitted to commence their Placement.

(g) You must not ignore this advice.

1.6. Health Requirements

(a) Whilst Development Together will endeavour to offer advice of any health or immunisation requirements associated with each Placement, it is the sole responsibility of each Participant to confirm with Your doctor, or appropriate health care provider, the latest health recommendations and immunisations relevant to the country(s) where You will be based/travel through, AND the Participant will be solely responsible for these costs.

(b) It is the obligation of each Participant to ensure that he/she is in good physical, emotional and mental health prior to the Placement, having regard to the destination and undertakings of the Placement.

(c) Each Participant confirms that he/she has answered the questions on the Application Form and the *Development Together Fitness to Participate Physical and Mental Health Declaration Form* accurately and agrees to promptly inform Development Together if any of the information supplied becomes incorrect before the scheduled departure date of the Placement.

(d) If the Participant declares any pre-existing physical or mental health condition/s on the *Development Together Fitness to Participate Physical and Mental Health Declaration Form* they will require a medical clearance from a qualified Medical Practitioner or relevant Health Professional. Prior to departure they must have their Medical Practitioner, or relevant Health Professional, complete the *Development Together Fitness to Participate Healthcare Practitioner Assessment Form* advising whether or not, in their professional opinion, they believe the Participant to be "fit to travel" and participate on the Placement.

(e) If the participant is deemed "fit to travel", but requires some adaptations, or, an action plan to assist them whilst on the placement, this should be clearly communicated by their Medical Practitioner, or relevant Health Professional with Us in writing. At our discretion we will share this information with relevant Development Together staff and our partner group staff if in the best interest of the participant/group.

(f) Development Together reserves the right to withdraw any Participant, at any time, if at its sole discretion, it deems the Participant's physical, emotional or mental health could compromise the safety of the Participant, OR the safety of any other Participants'/Development Together Staff/Partner Group Staff/Local Community Members etc. where the Participant in question has been



placed. In such circumstances, the Participant will be treated as having cancelled his or her participation in the Placement.

(h) The countries in which Development Together conducts Placements are often poor and may have low standards of sanitation, health and safety. When you travel with Development Together you acknowledge and accept that these risks are endemic in the country you are visiting. You agree to assume these risks as a necessary part of your travel experience, and you agree to complete the *Development Together Conduct and Indemnity Form*. By signing this document you agree that Development Together, their agents, officers, directors, employees, participant, volunteers, and representatives are not responsible for any death, illness, injury, loss or damage of any kind sustained by any person while You are participating in the Placement and all related activities, caused in any manner whatsoever. The range of risks that you are assuming is varied and may include, but is not limited to;

- I. The maintenance and operation of vehicles used to transport passengers (tuk-tuks, local buses, water vessels, planes etc.),
- II. Risks associated with impurities in food and water,
- III. Dangers associated with wild or other animals,
- IV. The risk of theft,
- V. Civil unrest,
- VI. Accidents occurring in areas that may be remote from western medical facilities,
- VII. Improperly maintained roads,
- VIII. And, inadequate control and regulation of local traffic.

(i) When you join us on a Placement You are accepting that there is a risk to Your personal safety on a worksite. Development Together always advises you to use the recommended Personal Protective Gear whilst on the work site and to work as closely to Australian standards as possible. You acknowledge that You will be working hard, in a sometimes hot and humid environment, and that this may cause physical and emotional stress. You agree that it is your responsibility to take care and caution in relation to your own physical health and mental well-being. Accidents do occur, sometime due to no-one's fault, and sometimes due to someone's negligence. You agree to release Us from any and all liability in relation to the above and to waive any claims you may have against Us, Our owners, Our employees and contractors, supplier partners and any person or groups associated with Us, and You expressly assume all risks associated with participation in one of our Placements.

(j) If an accident/incident does occur You are required to follow the *Development Together Emergency Action Plan* and inform Us and Our in-country Partner Group as soon as possible. You are also required to complete the *Development Together Incident/Hazard Report* and submit within 24 hours to Us.

(k) Development Together agrees to follow the *Development Together Critical Incident Response Policy* should an incident warrant it.

1.7. Travel Documents

(a) Each Participant must hold a current passport that is valid for at least six (6) months after they plan to return from the Placement.

(b) It is the responsibility of the Participant to liaise with the relevant consulate and ensure he/she is eligible for and can obtain the

appropriate visa and travel documents required for entry into the host country and/or countries included on the Placement.

(c) All costs associated with visa and passport requirements are the responsibility of the Participant unless noted in the *Country Guide* for your relevant placement.

(d) Each Participant agrees to comply with all legislation, immigration, customs and foreign exchange regulations of the countries through which the Placement shall pass.

(e) Development Together will not be held responsible for any costs associated with delays, fines or cancellations of travel due to incorrect travel documents or visas. We will not refund to You all or any portion of the Placement Fees and You will be responsible for any cost You incur as a result of Your failure to obtain the required documentation, including any cost associated with re-joining the Placement.

1.8. Itinerary and Travel Schedule

(a) Development Together makes all decisions in the planning process of the Placement. This includes without limitation decision making as to the identity of any travel arrangements, the operator, the departure date, and arrival destinations.

(b) Every effort will be made to operate Development Together Placements as advertised but Our Placements are planned in advance and due to circumstances out of Our control it is sometimes deemed necessary to alter some aspect of a Placement. We will use reasonable endeavours to provide the Placement You have booked in accordance with Your Itinerary however, due to the nature of travel, it may not always be possible for Us to adhere strictly to Your itinerary. Development Together shall be entitled to make any or all of such alterations and changes without prior notification to or consultation with the Participant and We will not be liable to You for such variations.

(c) Where changes occur due to circumstances outside of Our control, this may result in Us being unable to provide the Placement in accordance with Your itinerary. If this occurs, We will use reasonable endeavours to provide or arrange appropriate alternatives or substitutions. Circumstances outside Our control may include, but are not limited to:

- I. The destination or departure date of a Placement;
- II. Changes to airline carriers, itinerary, routes, length or dates of the Placement;
- III. Size of the placement group;
- IV. Local Placement operators;
- V. Identity of the Placement leader(s);
- VI. Alternate accommodation;
- VII. Alternate transport including, but not limited to, cars, buses, coaches, water vessels, trains or planes due to:
- VIII. high or low water levels,
- IX. flooding,
- X. lock closures,
- XI. unscheduled vehicle maintenance,
- XII. adverse road, river or weather conditions,
- XIII. National or local holidays affecting the closure of public buildings and attractions;
- XIV. Strikes, civil disturbances and advices by government or other Force Majeure Events;



- XV. Supplier availability,
- XVI. Or for any other circumstances beyond Our control.
- (d) If a modification is made to a Placement that Development Together deems significant, the Participant will be provided with three options:
- i. Accept the change; or
 - ii. Transfer their booking payment to another Placement offered by Development Together (if available),
 - iii. Or, receive a full refund if more than 60 days prior to Placement commencement date.
- (e) Where We delay a departure of a Placement, for whatever reason, for more than 7 days, You may terminate this Contract and We will either:
- I. Provide You with a full refund for all monies paid to Us or
 - II. Provide You with a credit for future Placements with Us, which will be valid for 24 months from the date You notify Us of the termination of this Contract.
- (f) Any changes to Your Itinerary will be notified to You:
- I. If prior to Your Departure Date - by phone, email or post or If you have booked through a travel agent, to your travel agent;
 - II. Or, if during Your Placement - personally by Your Placement Director.
- (g) Should there be a need for You to alter Your itinerary after Your Placement Departure Date You must pay for all expenses, which arise due to these changes. This includes changes due to illness or other personal reasons.

1.9. Conduct and Withdrawal

- (a) By submitting a booking form and deposit to Development Together each and every Participant agrees to abide by the decisions and instructions from Our staff and any third-party providers of facilities and services engaged by Us.
- (b) You agree to follow Development Together's:
- I. Code of Conduct Policy,
 - II. Child and Vulnerable Adult Safeguarding Policy,
 - III. Social Media Policy,
 - IV. Privacy Policy,
 - V. Responsible Travel Policy,
 - VI. Photographic and Video Images Policy,
 - VII. Recruitment of Ex-Offender Policy,

along with Our staff and Our Partner Group's instructions at all times to ensure Placement safety. You acknowledge that failure to do so will result in restricted access to areas on Placement, and if necessary, for Your own safety and that of the other Participant(s), withdrawal from the Placement.

- (c) You will complete the *Development Together Conduct & Indemnity Form* and in signing this agreement, you understand and agree that as per *Development Together's Booking Terms and*

Conditions that We reserve the right to withdraw a Participant at any time, at its sole discretion, due to poor conduct or breach of one or more of Our policies and We will not be responsible for any costs incurred by the Participant.

- (d) We require you to comply with the laws of all countries visited throughout the placement duration. We demand that you NOT carry or use any illicit drugs. If you are carrying or using illicit drugs, you will be asked to leave the Placement immediately. You will not be supplied with any further accommodation, food or transportation by Us and you will not be permitted to participate in any further team activities.

- (e) You agree to provide a current (not less than 6 months old) National Police Clearance (or similar) OR Working with Children Check (or similar) at least 4 weeks prior to commencing this placement. We expect that participants will not have any offences recorded on this document that may bring Our organisation into disrepute, or potentially harm Our participants, or the Organisations (staff and clients) that we partner with. It will be at the sole discretion of the Development Together Managing Director to make a decision as to your eligibility to participate using Our Recruitment of Ex-Offender Policy for guidance if any offences have been recorded against You. If You do not provide a valid National Police Clearance (or similar) OR Working with Children Check (or similar) You will not be eligible to commence the placement until it has been provided to Development Together staff for review.

- (f) You must make Your own enquires regarding Your Placement, including being aware of the relevant government safety warnings and legislation.

- (g) Development Together advises that out of our Duty of Care if we are alerted to any significant concerns relating to a Participant's behaviour OR physical/mental health, that may impact on Themselves/other Participant(s)/Our Staff/Our Partners/the Local Community, We reserve the right to contact Our Partner Group AND the Participant's Next of Kin to alert them, or to seek advice, at our discretion. We will inform you if we make this decision.

- (h) University student Participant's traveling with Us should be aware that We may notify your University Student Mobility Coordinator should the following occur:

a A breach of Our *Code of Conduct*, or other policies, which results in significant action being taken, or the removal of the participant from the Placement;

b An incident/event related to the behaviour, or medical condition (physical or mental) of a Participant that requires Us to facilitate significant intervention/s to ensure the safety of the Participant/Other Participant(s)/Our Staff/Our Partners/the Local Community;

c Any other significant incident that has the potential to result in harm or injury to the Participant/Other Participant(s)/Our staff/Our Partners/the Local Community;

- (i) If, in the unlikely circumstances that a Participant is unable to work constructively, or We determine the continued presence of the Participant prejudices the Placement's good order or discipline,



results in implications for the reputation of Development Together or our Partner group, whether involving contravention of Development Together's Code of Conduct, or the law of any country through which a Placement passes, or they are likely to cause offence, danger, damage or distress to Themselves/Other Participant(s)/Our staff/Our Partners/the Local Community the Participant is hereby advised that they may be terminated from the Placement.

(j) If such a situation arises We will advise the Participant that if the situation does not resolve (within a set time frame) that they may be removed from the Placement:

a In these circumstances, if Our staff or any third-party providers of facilities and services, and any local service operator considers that the behaviour of a Participant is damaging the effectiveness of Our Program, or is likely to disrupt or limit the achievement of the goals of the Placement, then They may issue the Participant with a *Verbal Warning of Pending Placement Removal*.

b If in the opinion of Our staff or any third-party providers of facilities and services, and any local service operator considers the behaviour of the Participant has not improved following this warning, then, after consultation with the Participant and the Development Together Managing Director, the Participant may be issued with a *Written Removal from Placement Notice*.

c If this occurs, the Participant will be required to leave the Development Together Placement immediately. The Participant will not receive any further services, meals, transport etc. from Development Together. They will not be provided with a return trip to the airport and no funds will be reimbursed to them in any circumstances as a consequence of their removal. Development Together shall not be responsible for a Participant once they have been withdrawn from a Placement or for any costs incurred by or associated with a withdrawn Participant. In addition, We will not consider or accept any claims for compensation or refund following the withdrawal of a Participant.

2. INDEMNITY AND LIABILITY

(a) Each Participant acknowledges that the enjoyment and excitement of the Placement is derived in part by travel and activity involving risks beyond the safety of life at home or work.

(b) Each Participant accepts all the inherent risks of the Placement and all activities associated or ancillary thereto. By signing the booking form the Applicant agrees to be bound by the conditions set out in this agreement. Applications will only be accepted if the booking form is signed and dated by the Applicant.

(c) Such general risks include, but are not limited to:

- I. Placement variations or interruptions caused by illness, flight schedule changes or cancellation; loss of luggage; epidemics, pandemics or illness in regions without

means of rapid evacuations or medical facilities; accidents; road, river or weather conditions; national or local holidays affecting the closure of public buildings and attractions; strikes, civil disturbances and advices by governments; hazards associated with travelling in undeveloped areas; travel by boat, train, automobile, aircraft or other means of transportation; high water levels; low water levels; flooding; lock closures; unscheduled vessel or vehicle maintenance;

- II. The acts, omissions or default, whether negligent or otherwise, of a Participant for providing incorrect information about, but not limited to, his/her health or failing to secure the correct and necessary travel documentation;
- III. The acts, omissions or default, whether negligent or otherwise, of third party providers of facilities and services over who Development Together has no direct control (such as airline carriers and activity operators); or
- IV. Any other event amounting to "force majeure" which includes any event which we or the supplier of the facility or service in question could not, even with all due care, foresee or forestall. Such events include but are not limited to, war or threat thereof, riot, civil action, political unrest acts of government, semi government or other authorities, inability to obtain any necessary license or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages, acts of terrorism or other criminal acts, industrial dispute, natural disaster, adverse weather conditions, fire, floods or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, changes to government visa or travel requirements, acts of God or any similar event, or other disruption to the Placement;
- V. Or any other circumstances beyond Our control.

(d) All Participants agree to indemnify Development Together from any liability associated with the above. Further, every Participant waives any and all claims You may have now, or in the future, against Development Together and its employees and agrees not to sue Development Together or its employees except to the extent permitted by law in relation to nonexcludable contractual rights. You agree to assume these risks as a necessary part of your travel experience and you agree to the terms and conditions outlined in the Development Together Conduct & Indemnity Form, and sign both the Conduct Agreement and the Indemnity Agreement Clause included. By signing this document, you agree that Development Together, their agents, officers, directors, employees, participants, volunteers, and representatives are not responsible for any death, illness, injury, loss or damage of any kind sustained by any person while I am participating in the Placement and all related activities, caused in any manner whatsoever.

(e) You acknowledge and agree that We accept no responsibility and will not be liable to You (or any third party) for any loss, cost or damage (including loss of enjoyment) suffered directly or indirectly in connection with:

- I. Any Placement risk or other aspects of the Placement notified to You in the Contract;



- II. Any change to Your Itinerary or delay in departure or arrival times of aircraft or otherwise during the conduct of the Placement;
- III. Any loss or damage to Your baggage;
- IV. Any personal injury or death from the acts or omissions or negligence of any third parties providing goods or services to You during the Placement, including air carriers, hotels, shore excursions operators, restaurateurs, transportation providers and medical personnel; or
- V. Any loss to Your enjoyment due to circumstances outlined in the Contract or otherwise beyond Our control;

a. You acknowledge and agree that where the Placement, part of the Placement, accommodation, flights or any other goods or services is not directly provided by Us or Our staff, but is provided by a third party providers of facilities and services, in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the local Service operator, You must pursue Your claim directly against the relevant third party providers of facilities and services.

b. Despite any other provisions of the Contract, and to the extent permitted by law, Our maximum liability to You or any third party (including any claims of negligence by Us) is limited to the Placement Price You have paid to Us.

c. You acknowledge and agree that We are not liable to You, under any circumstances, for any loss of enjoyment, opportunity, profit, saving, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses.

d. You acknowledge and agree that We are not liable for any delay or failure by Us or a Service Provider to perform Our obligations under the Contract, resulting from or as a consequence of a Force Majeure Event.

e. If a failure or event occurs or is anticipated due to a Force Majeure Event, Our obligations are suspended for the duration of the Force Majeure Event.

f. We may immediately terminate the Contract, if the Force Majeure Events delays performance of the Placement by Us or a Service Provider for a period of 7 days or more, calculated from the date We notify You of the Force Majeure Event.

g. To the extent permitted by law, all express or implied warranties, guarantees, representations, or terms are expressly excluded.

h. Where the law implies any guarantee, condition or warranty which cannot be excluded, Our liability to You for breach of such an implied guarantee, condition or warranty is limited, to one or more of the following:

- VI. In the case of goods: repair of goods, replacement of goods, the supply of equivalent goods or the cost of repair, replacements or supply of equivalent goods; or

- VII. In the case of services: supplying the services again or payment of the cost of supplying the services again.

(f) Nothing in these Terms and Conditions operates to exclude, restrict or modify the application of any provision of the Competition and Consumer Act 2010 (Cth) or any equivalent State and Territory legislation, the exercise of a right conferred by such a provision, or any of Our liability for breach of a guarantee, condition or warranty implied by such a provision, where it is unlawful to do so.

3. IMPORTANT NOTICES ABOUT YOUR PLACEMENT

- (a) Participants travelling with a known disability:

- I. We welcome You if You have a disability or other special need, provided You are accompanied by a companion capable of providing all the assistance You require. Please note that although We will use reasonable endeavours to provide You with all the activities on Your Itinerary, depending on Your disability, You may not be able to participate in every activity and We or the Professional Mentor/Supervisor will have the right to refuse Your participation if We or the Professional Mentor/Supervisor believe Your health and safety or the health and safety of other passengers may be impacted by Your participation. You must advise Us (or Your travel agent) of any disability, medical condition or dietary requirement at the time of booking.

- II. It is important to note that:

- a. We are unable to assist you with walking, dining, getting on and off Coaches or other transportation vehicles, or any of Your other personal needs.
- b. Coaches/transport may not be equipped with elevators; Wheelchair passengers should be aware that doors and rest rooms may not be wide enough to provide access to standard wheelchairs;
- c. Requests for disabled rooms must be made at the time of booking and are subject to availability;
- d. For safety reasons, passengers on wheelchairs cannot be carried on boarding ramps (which may be steep due to water levels) whilst the vessel is tied up, or at anchor, or onto Coaches; and
- e. Wheelchairs and walkers may not be carried in the luggage compartment of Coaches subject to space limitations.

We may, in Our absolute discretion, decline Your booking if We are of the view that:

- a. We cannot provide for any or all of Your special needs;
- b. Your health, safety or enjoyment, or that of any other passengers attending the Placement may be at risk;
- c. or (3) You cannot or will not abide by any reasonable directions of the Professional Mentor.

- (b) Noise, Vibrations and Odours.

- I. Whilst We take reasonable step to minimize noise, vibrations and odours on coaches and on cruises, You acknowledge and accept that some noise, vibrations and intermittent odours may be experienced and that We will not be liable to You in relation to any such noise, vibration or odours.

- (c) Expectations.

- I. We cannot guarantee that every scene or highlight featured in a Placement Brochure or Itinerary will be available on each



Placement. No refund will be available for any resulting missed scene or photographic “opportunity”. Similarly, hotel rooms featured in the brochure may not be the same standard of room used on Placement.

(d) Smoking

- I. Smoking is not permitted on coaches or such other places nominated by Us from time to time,
- II. Smoking is limited to designated smoking areas on vessels (if any),
- III. You acknowledge that We may restrict smoking to specific times and locations during Your Placement for the comfort of all passengers,
- IV. Although We will use reasonable endeavours to ensure there are opportunities for You to smoke during the Placement, We cannot guarantee such opportunities will be available.

(e) Language.

- I. The main language on the Placement is English and all announcements and lectures will be made in English (unless otherwise indicated).

(f) Medical Care.

- I. We are not, and Our Service Providers are not, liable regarding the provision of any medical care You may require or choose to accept during the Placement. If medical attention is required, we will endeavour to provide an escort where able, however this cannot be guaranteed.
- II. We will assist, where able, to identify the closest health care facility, in conjunction with advice from your travel insurance provider.

(g) Electricity.

- I. Electricity requirements may vary between countries visited. A power plug adaptor may be required to use Your appliances such as electric shavers, clocks, mobile phone charges etc. We do not provide required adaptors, nor take responsibility for any incorrect adaptors or faulty adaptors that you may choose to use.

(h) Travel Sickness.

- I. If You suffer from travel sickness, You must arrange medication or other alternate to treat symptoms, as we cannot make allowance for this.

(i) Number of participants.

- I. The number of Participants on our group Placements will be limited to 12 guests, unless we otherwise advise you in writing.

(j) Airfare Conditions

- I. The prices quoted in the Placement exclude airfares, and/or other transport required to arrive at the city where the Placement commences, and for transport for your ongoing journey once the Placement ends. Some airfares have conditions, which make them unsuitable to be used in conjunction with Our Placements. Full details and conditions can be obtained from Your travel agent.

(k) Placement Maps

- I. Maps or Placement depictions contained in the Placement Brochure, or any others brochures We issue are intended as an

indication only and should not be relied as the actual route taken during the Placement.

(l) Pictures, Images and Information.

- I. All images in Placement Brochures represent typical scenes and descriptive details for each Placement, however it is possible that the subject matter may not be seen or experienced on Placement. Also, some pictures may have been digitally enhanced.

(m) Sightseeing on Placement.

- I. Sightseeing in many historic towns and cities can only be undertaken whilst walking as Coach access may not be possible. An appropriate level of fitness is required as the sightseeing during the Placement may involve steps and extensive walking over uneven surfaces and You should be in appropriate physical condition to participate in the Placement.

(n) Mountain Excursions.

- I. Some Placements may include mountain excursions in high altitudes. Please consult Your own doctor to ensure that You have an appropriate level of fitness and are in good health before participating in these included excursions.

(o) Special Diets.

- I. You must advise Us in writing of any or all special request and dietary requirements at the time of booking. We will make every reasonable effort to accommodate your dietary request but cannot guarantee that such request can be met.

(p) Hotel Accommodation.

- I. We may substitute hotel accommodation in the place of the advertised hotel.
- II. Although We have taken reasonable steps to secure the most suitable accommodation of the Placement, We are not liable to You for the quality, size or fitness of hotel rooms.

(q) Solo Passengers and Single Accommodation.

- I. Prices quoted in Placement Brochures are on a twin share basis. If Your booking is not a twin share booking We will notify you of an applicable Single Supplement Fee, either in the Brochure or otherwise, and You must pay the advised Single Supplement Fee for the Placement.
- II. If You are willing to share a room with another single traveller of the same gender, please advise Us and You will be matched with another traveller. In this case You will not be required to pay the Single Supplement Fee.
- III. We accept no responsibility for the suitability of the allocated rooming partner.
- IV. If at any time during the Placement, You consider your rooming partner unsuitable, We will use reasonable endeavours to arrange single accommodation for You for the remainder of the Placement, subject to availability. You will be liable for any additional charges this may incur.
- V. A limited number of rooms are available with a Single Supplement Fee for each Placement. In some locations, single rooms are smaller than twin rooms and may not be available. You acknowledge that if there is no availability of single accommodation for the remainder of the Placement, You will be required to continue to share with Your nominated rooming partner for the remainder of the Placement.



(r) Young Participants.

- I. Participants under the age of 18 years (as at the Placement Departure Date) must be accompanied by an adult and will be required to share their accommodation with their guardian.
- II. Participants under the age of 12 years are not encouraged and are accepted or rejected at Our sole discretion.

(s) Airport Transfers.

The following applies to airport transfers that are for escorted group Placements (ie: not independent journeys):

- I. Airport transfers are only available on the first and last day of Your Placement and at times We designate.
- II. Transfers outside these times will be at Your own expense and must be secured by Your own arrangements.
- III. You must ensure Your flight details are provided to Us at least 60 days before the Placement Departure Date (or if a Booking is made less than 60 days from Placement Departure Date, within 7 days after the time of booking) by advising us in writing.

(t) Luggage.

- I. Placement participants should follow the rules and regulations as set out by their airline of choice.
- II. Participants need to be able to carry their own luggage and be aware that elevators and/or lifts are not always available. You may be required to navigate stairs whilst carrying Your own luggage.
- III. Personal items should be carried in a travel bag, which does not exceed 7kgs of weight. In addition, airline passengers should consult with their airline as size and weight restriction may vary from airline to airline and according to the class booked.
- IV. You must comply with all airlines and airport luggage safety regulations.
- V. It is Your responsibility to ensure Your luggage complies with these requirements and You acknowledge that We, contracted carriers or Service Providers may elect not to carry overweight items.
- VI. You will be responsible for any excess baggage charges imposed by airlines or other carriers including our Service Providers.
- VII. You will be responsible for any gratuities/tips payable to Hotel or other staff for assisting with the transporting of luggage's.

(u) Carriers.

- I. The carriers (including airlines, rail and sea carriers used in association with the Placements) are not responsible for statements or features in Placement Brochures. The conditions of sale of each carrier constitute a separate contract between You and the carrier and We have no responsibility in relation to contracts between You and the carriers.

(v) Additional optional extras.

- I. Additional activities purchased by You, in addition to those activities outlined in the Placement Brochure during Your Placement, are not included in Your Placement fees and incur an additional cost.
- II. Additional activities are subjected to availabilities, seasonal and operational factors and weather conditions.
- III. Some activities require a minimum and maximum number of participants to operate.

(w) Clothing.

- I. We recommend culturally acceptable, discrete, comfortable clothing. Please bring comfortable walking shoes as You will need this daily whilst sightseeing, which include walking over rough and uneven ground. Dinner attire is at your discretion but should be appropriate to the culture and establishment. For winter months, we recommend warm coats, gloves water resistant-footwear and umbrella.

(x) Currency and Credit Cards.

- I. Many locations may only accept cash. Please review the Placement location and consider the advice of your Development Together team leader regarding the best way to pay for additional items You may wish to purchase.
- II. Many locations accept major credit cards; ATM machines are located in most cities.
- III. Prior to departure You should confirm Your ATM card and PIN will work overseas and discuss your travel and money needs with your bank.

4. PRIVACY POLICY

4.1. Internet Privacy Policy

This web site is owned and operated by Development Together Pty. Ltd. and will be referred to as "We", "Our" and "Us" in this Internet Privacy Policy. By using this site, you agree to the Internet Privacy Policy of this web site ("the web site"), as set out on this web site page. The Internet Privacy Policy relates to the collection and use of personal information you may supply to us through your conduct on the web site.

We may modify or remove portions of this Internet Privacy Policy at any time. This Internet Privacy Policy is in addition to any other terms and conditions applicable to the web site. We do not make any representations about third party web sites that may be linked to the web site.

We recognise the importance of protecting the privacy of information collected about visitors to our web site, applicants for our placements and Participant who actually attend a placement and any information that is capable of identifying those individual ("personal information").

This Internet Privacy Policy governs the manner in which your personal information, obtained through the web site, via an application or submitted as a necessary part of attending a program, will be dealt with. This Internet Privacy Policy should be reviewed periodically so that you are updated on any changes. We welcome your comments and feedback.

We provide links to Web sites outside of our web sites, as well as to third party Web sites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to our website. Before disclosing your personal information on any other website, we advise you to examine the terms and conditions of using that Web site and its privacy statement.

4.2. Personal Information

Development Together will only collect personal information, such as Your name, address and email address that is provided voluntarily by you. From time to time, Development Together may send marketing information to you, such as new product information or special offers.



If you elect not to receive this information we will respect your wishes. You can opt not to receive marketing information from Development Together at any time by simply contacting Us.

As part of applying to Participant with us, we collect personal information about you in order to assess your application and for you to take full advantage of our services. To do this it may be necessary for you to provide additional information to us as set out on our Application page on our website. You may access this information at any time by logging in and going to your account.

As part of attending a program with Us we collect personal information about you in order to properly arrange and co-ordinate your attendance on our programs. To do this it may be necessary for you to provide additional information to us as set out on our Pre-Departure Form on our web-site. You may access this information at any time by logging in and going to your account.

Any information gathered will not be sold or transferred to a third party. Personal information gathered will only be disclosed as needed to satisfy any law, regulation or legal request, to protect the integrity of the site, or to fulfill your requests.

You are entitled to access, change or request deletion of any personal information, or stop any further use of this information by contacting us.

It is our intention that this policy will protect your personal information from being dealt with in any way that is inconsistent with applicable privacy laws in Australia.

It may be necessary from time to time for Development Together to change this privacy policy, so you are encouraged to check here regularly. Any changes made to this policy will not be applied retrospectively and we will not change how we handle previously collected information without your consent.

Development Together is committed to protecting Your personal information, and by providing personal information to Us, You consent to Us collecting, using and disclosing Your personal information as follows:

- I. You agree that in certain circumstances We are permitted to disclose Your personal information to overseas recipients, including our overseas associated entities or overseas travel service providers. These travel service providers will in most cases receive Your personal information in the country in which they will provide a service to You or in which their business is based;
- II. Generally, we will only disclose Your personal information to these overseas recipients in connection with facilitation of Your booking and/or to enable the performance of administrative and technical services by them on Our behalf;
- III. Where We disclose Your personal information to any person (including any overseas recipients), We will use reasonable efforts to ensure the recipient's compliance with relevant privacy laws; however, You acknowledge that We cannot control the privacy practices of the recipient and therefore will not be liable or accountable for how the recipient handles Your personal information; and
- IV. We encourage You to review the privacy policies of any third-party service provider whose services We arrange on your

behalf. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.

- V. Copies of correspondence sent from the web site, that may contain personal information, are stored as archives for recordkeeping and back-up purposes only.
- VI. Credit Card details are only stored for the processing of payment and will be deleted once payment is processed.
- VII. Apart from where you have consented or disclosure is necessary to achieve the purpose for which it was submitted, personal information may be disclosed in special situations where believe in good faith that the law requires disclosure.
- VIII. If you have any questions regarding Development Together 's Internet Privacy Policy, you can contact us.

4. 3. Data Protection

(a) Any personal information You provide Development Together is carefully secured and will not be sold or swapped to any third party. We use Your personal information to identify Your order and for future marketing purposes (unless You have told us that You do not wish Us to do so).

(b) As with most websites, the Development Together website uses cookies, which are small data files which Our website server stores on Your computer in order to collect information about Your visit and to remember You when You visit Our site again so that You can log into Your account with Us. You may disable or delete such cookies through Your internet browser however, doing so may mean You will be unable to access Our website or parts of it, and/or You may not receive information which is relevant to You.

(c) We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal information and accidental loss or destruction of, or damage to, personal information.

(d) We strive to ensure the security, integrity and privacy of personal information submitted to our sites, and we review and update our security measures in light of current technologies. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.

(e) However, we will endeavour to take all reasonable steps to protect the personal information you may transmit to us or from our online products and services. Once we do receive your transmission, we will also make our best efforts to ensure its security on our systems.

(f) In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from unauthorised access to your personal information.

(g) Our web servers gather your IP address to assist with the diagnosis of problems or support issues with our services. Again, information is gathered in aggregate only and cannot be traced to an individual user.

(h) We use cookies to provide you with a better experience. These cookies allow us to increase your security by storing your session ID and are a way of monitoring single user access. This aggregate, non-



personal information is collated and provided to us to assist in analysing the usage of the site.

(i) We will endeavour to take all reasonable steps to keep secure any information which we hold about you, and to keep this information accurate and up to date. If, at any time, you discover that information held about you is incorrect, you may contact us to have the information corrected.

(j) In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us.

(k) If we become aware of any ongoing concerns or problems with our web sites, we will take these issues seriously and work to address these concerns. If you have any further queries relating to our Privacy Policy, or you have a problem or complaint, please contact us.

(l) For more information about privacy issues in Australia and protecting your privacy, visit the Australian Federal Privacy Commissioner's web site <http://www.privacy.gov.au/>.

5. PHOTOS AND MARKETING

(a) The Participant/s consents to Development Together using images, video footage or testimonials (quotes) of the Participant taken during the trip for advertising and promotional purposes.

(b) The Participant grants Development Together a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

(c) The participant agrees to abide by Development Together's Photography and Social Media Guidelines when taking photographs and/or publishing (on social media and in any other forms) images of people and Placement settings.

6. GENERAL INFORMATION

6.1. Feedback and Complaints

If You have a complaint about any of the services arranged by Development Together whilst on a Placement You must report this to the Placement operator so that it can be resolved immediately. Any feedback or complaint following the conclusion of a Placement must be made within 14 days of completion of the Placement in writing to by contacting Us.

Any delay in providing Your feedback or complaint may impede our ability to investigate the matter.

If You are unhappy with something that does or does not happen on Your Placement, You must first use reasonable endeavours to negotiate with Us in good faith to settle the dispute before commencing proceedings in any court or tribunal.

6.2. Help understanding this Contract

If You do not understand the Terms and Conditions, or any aspect of this Contract, please seek advice from Us, or an appropriately

qualified professional. In Australia, for communication assistance, please call the National Relay on 133 677. If You require an interpreter, the Translating and Interpreting Service may be able to assist on 131 450. 7 Dispute Resolution

6.3. Governing Law

This Agreement shall be governed and construed in accordance with the laws in force in Western Australia for the time being and the parties hereby submit to the exclusive jurisdiction of the courts of that State.

Any dispute or difference arising out of or in connection with this Contract shall be submitted to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Fast Track Arbitration Rules. There shall be one arbitrator, the language of the arbitration shall be English, the place of the arbitration shall be Perth, Western Australia.

This clause does not affect the right of any party to seek at any time urgent injunctive relief from a court of competent jurisdiction.

These Terms and Conditions are governed by the laws in force in Western Australia, Australia. Subject to Clause 7, the Courts of Western Australia shall have exclusive jurisdiction to deal with all disputes arising out of, or in connection with, this Contract.

Any terms, which is, by its nature, intended to survive termination of these Terms and Conditions survives termination.

In any arbitration, a certificate in writing signed by a director of Development Together as to any facts or matters in dispute shall be prima facie evidence as to the truth of the facts or matters so certified.

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****Disclaimer: Reasonable precautions have been taken to ensure information in this publication is accurate. However, it is not intended to be legally comprehensive; it is designed to provide guidance in good faith, without accepting liability. If relevant, we therefore recommend you take appropriate professional advice before taking any action on the matters covered herein.***

