



Purpose and Philanthropy Field Trip Terms and Conditions

Please read these terms and conditions carefully. By completing and submitting the Registration Form, you agree to be bound by these conditions which constitute the agreement between Human and Hope Associated Incorporated (ABN: 89 880 631 615) ("HHA Inc.") and you. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by HHA Inc.

1. Definitions

Attendee means the person agreeing to this terms to attend the Field Trip

Departure Date means the date the Attendee leaves the country

Registration Form means a registration form prescribed by HHA Inc., or where no registration has been prescribed, written information provided by the Attendee to HHA Inc. at the request of HHA Inc. for the purposes of participating in the Field Trip.

Field Trip means Purpose and Philanthropy Field Trip organised by HHA Inc.

Trip Payment means the price paid to attend the Field Trip as outlined in the trip brochure.

Trip Host means both the nominated tour host and any other HHA Inc. representative given at any time the task of leading or supervising any aspect of the tour

2. Bookings

- 2.1. The Attendee may reserve their spot by making a \$500 deposit and returning the Registration Form to HHA Inc.
- 2.2. Positions are strictly limited to 10 attendees with positions filled on a first come first serve bases.

3. Payment and Fundraising

- 3.1. The Attendee must raise or donate a minimum of AUD \$750 to Human and Hope Association (ABN 89 880 631 615) at least 45 days prior to the Departure Date to attend the Field Trip.
- 3.2. If the Attendee fails to raise or donate the sufficient funds, HHA Inc. may at its absolute discretion deny the attendee the right to attend the Field Trip.
- 3.3. Trip Payments must be made in accordance with this contract and pursuant to the invoice issued by HHA Inc.
- 3.4. Trip Payments must be paid in full 45 days prior to Departure Date.
- 3.5. Failure to pay before the required date will render you ineligible to attend and you will forfeit in full your deposit and any part payments.
- 3.6. If you book within 90 days of the Field Trip departure date you will be required to pay the Registration Fee, Trip Payment and fundraising target in full upon registration.

4. Amendments & Withdrawal

- 4.1. Requests for amendments to the Field Trip itinerary must be made to HHA Inc. in writing.
- 4.2. Each amendment to the Field Trip itinerary will incur a \$50 administration fee.
- 4.3. The Attendee will be liable for any increase in airfares or operational expenses occasioned by the amendment.
- 4.4. To withdraw from the Field Trip, the Attendee must notify HHA Inc. in writing (**'Withdrawal Notice'**)
- 4.5. If Withdrawal Notice is received within 60 days of the Departure Date, 100% of the attendees deposit and any payments toward the Trip Payment and fundraising target will be forfeited.

5. Assumption of risk

You acknowledge and agree that:

- (a) While all every effort is made to ensure the highest quality of service is delivered, standards of accommodation, transport, health care, hygiene, safety and service provision are often not as high as those standards in your country of residence and may require flexibility and patience on your part;
- (b) potential risks of travel to Cambodia include, but are not limited to, political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and
- (c) you have submitted your Registration Form after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself that information or advice, for the above reasons you therefore accept the inherent and increased dangers and risks of injury, death or property damage or loss.

6. Health and Fitness

You declare and warrant that:

- (a) you have informed yourself as to the climate, accessibility, conditions and activities involved in the Field Trip;
- (b) you are in good health and have sufficient mental and physical fitness at the time of registration to participate in the Field Trip. For the sake of clarity, if you have special needs and are dependent on a support person, you may still participate in the Field Trip provided that the support person remains with you during the Field Trip and that you will have sufficient mental and physical fitness to participate with the assistance of that support person;
- (c) you have disclosed to HHA Inc. every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to HHA Inc.'s decision to permit

you to go on the Field Trip;

- (d) immediately upon any adverse change in your health or fitness that may be likely to affect HHA Inc.'s decision to permit you to go on the Field, you will notify HHA Inc. in writing of any such adverse change;
- (e) HHA Inc. is permitted to disclose your medical information to a third party consultant doctor.
- (f) You must provide to HHA Inc any certificate or letter from your doctor that HHA Inc in its absolute discretion believes is necessary to ensure that you are physically and mentally capable of participating in the Field Trip.

- (g) If you fail to comply with the duty of disclosure in this condition and if HHA Inc. would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, HHA Inc. will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

7. Itinerary Alterations

7.1. HHA Inc. reserves the right to:

- (a) cancel or modify any events within the Field Trip itinerary;
- (b) substitute different or equivalent events within the Field Trip in place of cancelled or modified events;
- (c) postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the Field Trip) any such aspect of the tour if, in the absolute discretion of HHA Inc., it is necessary to do so due to adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of HHA Inc., there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your registration or for any other reason considered necessary by HHA Inc.;
- (d) cancel any tour in its absolute discretion due to any government travel warning or advice, or any change in such warning or advice. In this event, condition 4 applies as if you had transferred or cancelled the tour at the date that HHA Inc. cancelled the tour due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

7.2. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

8. Cancellation due to registration



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- 8.1. HHA Inc. reserves the right to:
- (a) cancel the Field Trip tour prior to Departure Date in the event that there are too few people booked; or
 - (b) revoke the attendee's reservation in the event the Field Trip is booked over the 10 Attendee Maximum.
- 8.2. In such an event the Attendee will:
- (a) be given a full refund of the Tour Price paid
 - (b) not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, or departure, gear purchases, airfares, airport and airline taxes) or HHA Donation.
- 9. Trip Host**
- 9.1. If for any reason a Trip Host believes, in his or her absolute discretion, that you should not participate in the Field Trip, before your departure, even if you are otherwise healthy and fit for travel, he/she may exclude you from the Field Trip. In this event, you will be offered a full refund.
- 9.2. If for any reason during the Field Trip the Trip Host considers you should not participate further due to you committing an illegal act, or in the opinion of the Trip Host, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is, becomes or is likely to become inadequate, he or she may direct you not to continue and you must follow the Trip Hosts instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.
- 9.3. HHA Inc. reserves the right to change, at any time, the Trip Host of any tour. If that happens, HHA Inc. will try to ensure that the alternative Trip Host has expertise commensurate with that of the original Trip Leader.
- 9.4. Any such change by HHA Inc. will not give rise to any right on your part to cancel the Field Trip or claim any expenses, loss or damage which may be suffered
- 10. Itinerary**
- 10.1. Itineraries and other Field Trip details are published in good faith as statements of intention only.
- 10.2. Reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by HHA Inc.
- 10.3. The information contained in HHA Inc. brochures, itineraries, and internet site is, to the best of HHA Inc.'s belief, correct at the date of publishing.
- 11. Trip Price**
- 11.1. Trip prices are per person and based on ground costs, fuel prices, airfares, exchange rates, accommodation and assumptions made at the time of developing the quote.
- 11.2. HHA Inc. reserves the right to amend Trip Prices without notice at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operator service fees, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date.
- 12. Trip Price inclusions**
- The Trip Price includes:
- (a) 6 Nights' accommodation at a suitable resort nominated by HHA Inc
 - (b) One breakfast per person, per day;
 - (c) One dinner per person, per day;
 - (d) Site visits to Non-Government organisations, Phare Circus; and
 - (e) Transfers (but not including transfers to and from airport).
- 13. Trip Price exclusions**
- Without limitation, the following items are excluded from the Trip Price:
- (a) Airfare;
 - (b) Transfers to and from the airport;
 - (c) personal travel insurance;
 - (d) visa, passport and vaccination charges;
 - (e) extra meals;
 - (f) other expenses not included in the itinerary; laundry, postage, personal clothing, medical expenses & items of a personal nature;
 - (g) emergency evacuation and/or emergency search charges;
 - (h) additional expenses caused by delay, accidents or disruption of planned itineraries;
 - (i) gratuities for tour guide(s); and
 - (j) On-board beverages and excess baggage charges.
- 14. Insurance**
- 14.1. Personal travel insurance is not included in the Trip Price. It is a condition of registration and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, death, loss of baggage and personal items and cancellation and curtailment.
- 14.2. You must provide evidence to HHA Inc. that you have obtained personal travel insurance.
- 14.3. You must ensure that your personal travel insurance covers all of the activities you expect to participate in.
- 15. Visa and citizenship requirements**
- 15.1. It is your responsibility to obtain proper identification (such as visas) or proof of citizenship as required by the authorities of Cambodia and any other planned stopovers.
- 15.2. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information.
- 15.3. It is recommended that your passport is valid for six months beyond the date of your return home to your home country.
- 16. Third Party liability**
- You acknowledge and agree that:
- 16.1. HHA Inc. will not be liable for any breach of any law by any person with whom you travel on the tour; and
- 16.2. You may not rely on any representations concerning the tour made by HHA Inc. which are not contained in these conditions.
- 17. Release and discharge from claims**
- To the extent permitted by law, you release, waive and discharge all HHA Inc. representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the Field Trip or any activities conducted in conjunction with the Field Trip unless caused by negligent conduct of HHA Inc. representatives, or in connection with any optional activities which you may undertake during the course of the Field Trip but which do not comprise part of your Field Trip itinerary and you accept that any assistance given to you by HHA Inc. representatives in arranging such optional activities will not render the HHA Inc. representatives liable to you in any way.
- 18. Waiver**
- A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.
- 19. Severability of invalid clauses**
- 19.1. As far as possible all provisions of this Contract will be construed so as not to be void or otherwise unenforceable.
- 19.2. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the terms remain in force.
- 20. Governing Law**
- This agreement is governed by the laws of Adelaide, South Australia and the parties submit to the non-exclusive jurisdiction of courts of that place.