

Client Name: \_\_\_\_\_



## Terms and Conditions

"Homeward Bound" refers to Homeward Bound Projects Pty Ltd ABN: 22 603 881 616.

### THE CONTRACT

These Terms and Conditions contain important information. It is essential that you carefully read and understand them. The Terms and Conditions constitute a legally binding contract between Homeward Bound Projects Pty Ltd – hereon in referred to as "Homeward Bound" and you the client/party for the services provided and set out the basis of our legal relationship. The law governing the contract is the Law governing the State of Victoria, Australia. By agreeing to the terms and conditions in the application you acknowledge that you have read, understood and agree to be legally bound by these Terms and Conditions. Acceptance of your application will be confirmed in writing to you, and a contract comes into existence on the date shown on your confirmation letter or email.

### YOUR TRIP AND ASSUMPTION OF RISK

You are travelling to a remote region where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, not be of the standard that you are used to at home. By accepting your place, you acknowledge that participation in this trip involves inherent risks that may not be present in the case of conventional or less demanding trips. These risks include, without limitation, the possibility of injury or death, psychological trauma, disease, loss or damage to person, property, inconvenience and discomfort.

When assessing whether the trip will proceed and operate, Homeward Bound will use information from our advisors. However it is your responsibility to accustom yourself with the travel advice provided by these government bodies, as well as that of your country of residency, before commencing the trip.

### EXCLUSION OF LIABILITY

Homeward Bound is not responsible or liable for the acts and omissions of others, including tour guides, transport, shipping, airlines and accommodation providers or for any loss, damage, death, injury or expense (including loss of money paid in advance), which you may incur as a consequence of the acts and omissions of others. Homeward Bound will not be liable for or will not accept responsibility or liability for you if you contravene any law or regulation of any country or region visited. Any independent arrangements that you make that are not part of the Homeward Bound trip (including pre and post accommodation) are entirely at your own risk and Homeward Bound cannot and does not give you any assurance, representation or warranty in connection with any such arrangements.

To the fullest extent permitted by law and subject to the exception set out below, Homeward

Bound will not be liable for and does not accept liability for any loss, death, injury or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from this contract or your participation in the trip, or in respect of a failure or omission on the part of Homeward Bound to comply with its obligations under this contract. To the fullest extent permitted by law and subject to the exception set out below, you also agree to hold harmless and to release Homeward Bound and its officers, employees, agents and representatives from all costs, liability, loss and damage suffered or incurred by you in connection with your participation in the trip, and you hereby waive any associated claims that you may have against Homeward Bound as a result of your participation in the trip.

To the fullest extent permitted by law and subject to the exception set out below, any condition or warranty, which would otherwise be implied into these Terms and Conditions is excluded. Where legislation implies any condition or warranty, and that legislation prohibits Homeward Bound from excluding or modifying the application of, or liability under, any such condition or warranty, that condition or warranty will be deemed included but the liability of Homeward Bound will be limited to a breach of that condition or warranty to one or more of the following:

(a) if the breach relates to goods:

- i. the replacement of the goods or the supply of equivalent goods
- ii. the repair of such goods
- iii. the payment of the cost of replacing the goods or of acquiring equivalent goods or
- iv. the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

- i. the supplying of the services again; or
- ii. the payment of the cost of having the services supplied again.

## EXCEPTIONAL AND OPERATIONAL CIRCUMSTANCES

In some circumstances following a natural disaster, unforeseen weather, political crisis or for operational reasons including insufficient passenger numbers, services may be rescheduled by Homeward Bound at very short notice, up to several days prior to the date of service. We stress that this occurs extremely rarely, however in such eventualities Homeward Bound will make every endeavour to offer substitute arrangements of a similar nature, standard, and cost.

## FORCE MAJEURE: UNFORSEEN EVENTS CAUSING DELAY

If a party (**Affected Party**):

- a) is prevented from or delayed in performing an obligation (other than to pay money) by a Prescribed Event;
- b) as soon as possible after the Prescribed Event occurs, notifies the other party of full particulars of:
  - i. the prescribed Event;
  - ii. the effect of the Prescribed Event on performance of the Affected Party's obligations;
  - iii. the anticipated period of delay; and

- iv. the action (if any) the Affected Party intends to take or mitigate or remove the effect and delay; and
- c) promptly and diligently acts to mitigate or remove the Prescribed Event and its effect;

then:

- d) the obligation is suspended during, but for no longer than, the period the Prescribed Event continues and such further period as is reasonable in the circumstances; and
- e) if the Affected Party is prevented from or delayed in performing the obligation by the Prescribed Event for at least 30 days, any party may by notice to the other party terminate this Agreement.

The party which is not the Affected Party must use reasonable endeavours to remove or mitigate the Prescribed Event and its effects.

In these clauses **Prescribed Event** means any of the following events:

- a) act of God;
- b) war, terrorism, riot, insurrection, vandalism or sabotage;
- c) strike, lockout, ban, limitation of work or other industrial disturbance; or
- d) law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application;

which:

- e) is unforeseen by the Affected Party;
- f) is beyond the control of the Affected Party; and
- g) occurs without the fault or negligence of the Affected Party.

## EXCEPTION

The 'Exclusion of Liability' section set out in these Terms and Conditions does not attempt or purport to exclude, restrict or modify liability arising under, or remedies that may be available to you, pursuant to legislation where the exclusion, restriction or modification of liability or remedies is not permitted. This includes the Competition and Consumer Act 2010, and any state or territory Fair Trading Act (or its equivalent) of the Commonwealth of Australia.

## PAYMENT TERMS

The fee per participant is US\$16,000.

## PAYMENT SCHEDULE

A payment of 15% of the total fee per person is due by the 17<sup>th</sup> March 2017 (US\$4000) to secure your place in the Homeward Bound program. Failure to make all payments on time will result in your place being released to someone else. Receipt of your payment signifies

the acceptance of the costs of services provided, that you will pay the further 50% of the total fee by the due dates according to the Terms and Conditions contained herein.

- 10th March 2017 - 25% payment of US\$4000 due to secure position
- 1st May 2017 – 25% payment of US\$4000 due
- 3rd July 2017 – 25% payment of US\$4000 due
- 18th October 2017 – 25% final payment of US\$4000 due

## **PAYMENT DETAILS**

Payment must be made in US Dollars using the method Homeward Bound instructs in the acceptance email. The currency conversion charges associated with this are the cost of the client. There may be fees associated with transferring money to an international account; these fees are the responsibility of the client.

## **CANCELLATIONS**

All cancellations must be made in writing to Homeward Bound. No responsibility is taken for cancellations of hotel bookings or other services made directly by the client or the client's travel agent with the service provider, regardless of whether written proof is given. Cancellation of confirmed services forming part of an existing booking forfeit all monies already paid. Mitigating circumstances will be considered and if an alternative participant is confirmed in your place, a refund will be made minus any costs already incurred (refer to the Refunds section below), however Antarctic expeditions are expensive and require a significant lead time.

Please note: In the event of unforeseen circumstances that halt the departure in February 2018, we will reschedule the trip for the same time 12 months on. Any deposits and fees paid will be held on trust until the rescheduled date. If the Homeward Bound voyage is to be cancelled due to circumstances within its control, Homeward Bound will refund all paid monies.

## **NO SHOW**

If you fail to check-in at your hotel or designated ship as confirmed, there will be no refund.

## **REFUNDS**

Once you have arrived in Argentina a refund will not be given for any service or accommodation not used by you due to late arrival, early departure, or by choice. This includes the failure of any transportation to operate as scheduled. No refund applies if the cost of your trip is reduced after final payment is made. A refund upon cancellation will only be paid if an alternative participant is sought by you and confirmed by Homeward Bound, but the refund will not include costs associated with diagnostics, coaching or administration that have already been incurred by the participant withdrawing from the program. Name changes, along with other fees, with Homeward Bound's chosen travel agent will be at the participant withdrawing's expense.

## **ADDITIONAL COSTS NOT INCLUDED**

Airfares and transfers into Ushuaia, Visa and passport costs, travel insurance, vaccination and medical expenses, excess baggage, airport departure taxes, local government taxes and charges such as bed tax and city tax, laundry, postage, phone calls, fax/email charges, tobacco, alcoholic or special beverages (bottled or tap) on board, items of a personal nature, tips and meals not mentioned on itinerary, miscellaneous extras, personal needs or medical care.

## **CHANGES TO THE TRIP OR ITINERARY**

Due to the nature of these expeditions, weather, ice or government regulations may require changes to be made to your itinerary and/or the cancellation of some shore excursions. Every attempt will be made to adhere to the itineraries described within the limits of safety and time. In the event of changes, participants have no right to any refund or other compensation. Should you choose not to take part in any activity or make use of any service provided, no refund will be made. Should an advertised staff or faculty member be unable to be part of the trip due to illness or other reasons, a substitute person shall be found and no refund shall be made as a result of this change. Operators reserve the right to substitute the advertised vessel at any time with any other expedition vessel of appropriate standard. It is your responsibility to review the up-to-date Trip Notes and Pre-Departure Information when made available. The information and conditions in the Trip Notes and Pre-Departure Information are deemed to be part of the contract. Where changes to your trip occur after you have received your final documentation we will, where practical, advise you of such changes.

## **AUTHORITY OF THE EXPEDITION LEADER AND PROGRAM LEADER**

At all times the decision of the expedition leader and program leader will be final on all matters likely to affect the safety and well-being of the trip. This includes any decision that the expedition leader or program leader makes about your on-going participation in the trip or certain activities that comprise part of the trip. If you fail to comply with a decision made by the expedition leader or program leader, or interfere with the wellbeing of the group, then the expedition leader or program leader reserves the right to terminate this contract and order you to leave the group immediately, with no right of refund.

## **COMPLAINTS**

If you have any complaint about your trip, you must make it known at the earliest opportunity to a Homeward Bound staff/faculty member who will normally be able to take appropriate action. If at the end of the trip you feel your complaint has not been properly dealt with you must notify us in writing within 30 days of the end of your trip.

## **TRAVEL INSURANCE**

Travel insurance is not included in any of the fees quoted. It is a requirement of Antarply Expeditions for you to have up to date travel insurance at the time of boarding to cover yourself against loss of monies paid in the event of cancellation due to illness or other unforeseen circumstances; as well as for medical expenses, loss of luggage and other expenses incurred whilst overseas. Please speak to your travel agent or our travel agent for advice.

Your insurance must cover you for remote areas, and medical and emergency evacuation and repatriation from Antarctica. Please ensure your travel insurance covers you for these special considerations, as you will be denied entry on the vessel if your travel insurance is not sufficient or current.

Homeward Bound will require your travel insurance documents and will advise you when this is required.

## **PASSPORT AND VISAS**

It is your responsibility that you carry a valid passport and have obtained the appropriate Visas. Please ensure that your passport is valid for 6 months beyond the duration of your return travel date.

## **HEALTH, FITNESS AND AGE LIMITS**

It is your responsibility to advise Homeward Bound of any pre-existing medical condition, physical or mental and/or disability that might reasonably be expected to increase the risk of you requiring medical attention, or that might affect the normal conduct of the trip and the enjoyment of other trip members.

Homeward Bound reserves the right, at its reasonable discretion, to cancel your place and refund the money paid by you, less any unrecoverable costs if any medical conditions are discovered. Homeward Bound also reserve the right to cancel your participation in a trip at any time, including after the commencement of your trip, with no right of refund if your medical condition and/or disability could be reasonably expected to affect the normal conduct of the trip and the enjoyment of other trip members. If you have a question regarding age and suitability, please contact us for further advice. Homeward Bound cannot take responsibility for any injury or death under any circumstances.

You will be required to complete a General Medical survey for Homeward Bound and Antarpply Expeditions prior to the Antarctic voyage.

Your health and safety is of great importance to Antarpply Expeditions while you travel with them to Antarctica. As you prepare for your upcoming voyage, please keep in mind that conventional medical facilities are relatively inaccessible from Antarctica. Although the USHUAIA is outfitted with a well-equipped infirmary and a fully qualified physician, they ask that you thoroughly complete the General Medical survey when it is sent to you so that the ship board physician may be prepared to offer medical assistance, should the need arise while on board.

Under the governing rules of the International Association of Antarctica Tour Operators (IAATO), the General Medical survey must be kept on file for all passengers as part of Antarpply Expedition's obligation for self-sufficiency under the terms of the Antarctic Treaty System.

As you would normally do, you are encouraged to carry an additional supply of your own regular medications, as they may not be available on board the vessel. Antarpply Expeditions requests their passengers to purchase a comprehensive travel insurance including trip cancellation and mandatory medical evacuation and repatriation cover.

## **PUBLICITY**

You agree that Homeward Bound may use images and footage of you taken before, during and after the trip without recourse to you and without compensation to you, for research and documentation purposes only, through whatever medium it chooses. This includes filming, interviewing, social media posts and still photography.

## **PRIVACY**

In order to be able to supply a service to you, Homeward Bound will need to collect certain information from you, some of which may be of a personal nature. The information may be disclosed to, or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose.

Homeward Bound must:

- A. only use or disclose personal information acquired in the course of the engagement under this contract for the purposes of this contract;
- B. comply with its privacy policies (as amended from time to time) and with any statute, regulation or law concerning privacy, including all obligations under the Australian

Privacy Principles (APPs) and the Privacy Act 1988 as if it were an APP Entity under that Act;

- C. not do any act or engage in any practice that would breach an APP prescribed in the Privacy Act 1988, which, if done or engaged in by Homeward Bound, would be a breach of that APP and;
- D. take all reasonable steps to keep personal information acquired in the course of this contract secure from misuse, interference, loss or unauthorised access, modification or disclosure.

## **WHEN YOU GET THERE**

### **CONSUMER CLAIMS**

We endeavour to ensure that all your arrangements proceed smoothly. Occasionally problems can occur while you are away, in which case it is essential and most practical to try to resolve it locally with the provider of the service. If you fail to take these steps any claim to compensation may be reduced or denied. If you have an unresolved complaint this should be put to us in writing detailing the efforts that were made with the local operator to resolve the issue. Please send this with supporting documentation within 30 days of the date of the service. No claim made after this period will be considered.

### **GENERAL RESPONSIBILITY**

Homeward Bound accepts liability for, but only to the extent of, any loss or damage sustained by you as the result of the negligence of Homeward Bound, or that of its employees or agents. However Homeward Bound is not liable for and does not accept any liability of whatever nature for the acts, omissions or default whether negligent or otherwise, of those airlines, shipping and cruise companies, hoteliers or other persons providing services in connection with your arrangements pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon or the like) and over which Homeward Bound has no control. Homeward Bound does not accept responsibility in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which is beyond its control, or which are not preventable by reasonable diligence on the part of Homeward Bound, including but not limited to war, civil disturbance, fire, flood, unusually severe weather, acts of God, acts of Government or any other authorities, accidents to, or failure of machinery or equipment, or industrial action (whether or not involving our employees and even though such actions may be settled by acceding to the demands of a labour group).

### **CLIENT'S RESPONSIBILITY**

You should familiarise yourself with any health or Visa requirements that may be applicable in the areas that you intend visiting, and you shall be responsible for all entry, exit, health and other documents required by law, regulations, orders, demands or requirements of the countries visited or transited. You must carry a valid passport at all times. Passport, Visa and vaccination requirements are not the responsibility of Homeward Bound and Homeward Bound is not liable for any loss or expense due to your failure to comply with the above. It remains your responsibility to ensure that these documents are in order and to meet any additional costs incurred as a result of failure to comply with such requirements. You accept that you may be travelling through areas of climatic instability and remote areas without proper medical services, and accept the associated risks. You will ensure you have adequate clothing and equipment as per our guidelines.

