

## Nineteen Degrees Booking Terms & Conditions

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Please read the following terms and conditions ("Booking Conditions") carefully as they form the basis of the contract agreement ("Agreement") between you ("Participant", "You" or "Your") and Nineteen Degrees Pty Ltd ("Nineteen Degrees", "Us", "We" and/or "Our") in relation to Your participation on a Nineteen Degrees placement ("Placement"). By asking Nineteen Degrees to confirm Your booking We are entitled to assume that You have read and understood these Booking Conditions and agree to be bound by them as part of Your Agreement with Us.

### BOOKING TERMS AND CONDITIONS

#### 1.1. Making a Booking

- (a) Bookings for any Placement with Nineteen Degrees are made through our online booking system along with payment of a deposit of \$250 per person.
- (b) Nineteen Degrees will confirm receipt of Your booking and deposit in writing and at this point a contract will exist between You and Nineteen Degrees.
- (c) It is Your responsibility to ensure that the booking form (account creation) is completed honestly and accurately and to advise Nineteen Degrees of any pre-existing condition, medical or otherwise, that may affect Your ability to participate on the Placement or any condition that may impact the enjoyment of either You or the other Participants.

#### 1.2. Placement prices

- (a) The price of all Placements offered by Nineteen Degrees are based on the information provided by our suppliers and such prices are accurate at the time of publication. However, all prices are subject to change if there are increases in transportation costs (including fuel), taxes, services fees, airport fees or currency fluctuations.
- (b) Placement costs include flights, accommodation, interpreters, additional excursions, as outlined in the Placement itinerary and administration costs.
- (c) Nineteen Degrees reserves all decision making rights in relation to Placements, including but not limited to airline carriers, departure dates, arrival destinations and Placement partners.
- (d) Placement costs do not include costs associated with Participants' recommended individual health requirements, visas, passports, airport taxes, excess baggage or fuel surcharges.
- (e) Participants are responsible for providing their own personal items, including but not limited to, clothing and medical supplies.

#### 1.3. Payment

- (a) The deposit paid at the time of submitting a booking form (account creation) is non-refundable except in circumstances where We are responsible for cancelling a Placement.
- (b) An invoice for the balance of the Placement cost will be sent to Participants 10 weeks prior to the Placement departure date and the full amount outstanding must be received by Us no later than 60 days before departure.
- (c) For bookings made within 8 weeks of the departure date the total cost of the Placement must be paid in full by online transfer or any other means deemed acceptable to Nineteen Degrees at the time of the booking.
- (d) Nineteen Degrees reserves the right to impose an administrative charge of up to \$100 per person for any payments that fail to reach us by the due date. We also reserve the right to pass on a 2% charge for any payment amount made by credit card.

#### 1.4. Insurance

Travel insurance is not included in the cost of the Placement. It is the responsibility of each Participant to obtain comprehensive and valid travel insurance prior to the date of departure. Your insurance should include cover for, including but not limited to cancellation, medical and repatriation expenses, property damage, personal injury and accident, death and loss of personal property and public liability. Nineteen Degrees reserves the right to request a Participant produce proof of valid travel insurance prior to departure.

#### 1.5. Health Requirements

Whilst Nineteen Degrees will endeavour to inform Participants of any health or immunisation requirement associated with each Placement, it is the responsibility of each Participant to confirm with his/her doctor or appropriate health care provider the latest travel requirements and health recommendations. Any costs associated with necessary health or immunisation treatment are the responsibility of the Participant.

#### 1.6. Travel Documents

- (a) Each Participant must hold a current passport that is valid for at least six (6) months after the return date of the Placement.
- (b) It is the responsibility of the Participant to liaise with the relevant consulate and ensure he/she has the appropriate visa and travel documents required for entry into the country and/or countries included on the Placement.
- (c) All costs associated with visa and passport requirements are the responsibility of the Participant. Nineteen Degrees will not be held responsible for any costs associated with delays, fines or cancellations of travel due to incorrect travel documents or visas.

#### 1.7. Itinerary and Travel Schedule

- (a) Every effort will be made to operate Nineteen Degrees 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.
- (b) Nineteen Degrees reserves the right to modify any aspect of the Placement both before and during the Placement, including but not limited to, departure dates, airline carrier, Placement length, size of the Placement group, local tour operators or final Placement destinations.
- (c) If a modification is made to a Placement that Nineteen Degrees 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 Nineteen Degrees (if available), or
  - iii. Receive a full refund of all monies paid.

#### 1.8. Cancellation

- (a) If Nineteen Degrees decides to cancel a Placement the Participant will be provided with two options:
  - i. Transfer his/her booking payment to another Placement offered by Nineteen Degrees (if available), or
  - ii. Receive a full refund of all monies paid.
- (b) If You, as a Participant, wish to cancel Your Placement, Nineteen Degrees must be advised of this in writing (by letter or email) by the person responsible for signing the booking form as soon as possible and the following charges will apply:

- i. More than 90 days before departure – 50% of the total invoiced Placement price;
  - ii. Between 90 days and 30 days (inclusive) before departure – 75% of the total invoiced Placement price; and
  - iii. Between 30 days and the departure date (inclusive) – 100% of the total invoiced Placement price.
- 1.9. Conduct and withdrawal
- (a) By submitting a booking form and deposit to Nineteen Degrees each and every Participant agrees to abide by the decisions and instructions of any local tour operator engaged by Us.
  - (b) Nineteen Degrees reserves the right to withdraw a Participant from any Placement if the Participant's behaviour is considered likely to contravene local laws or customs, or likely to cause offence, danger, damage or distress to either themselves or other Participants.
  - (c) Nineteen Degrees 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, Nineteen Degrees will not consider or accept any claims for compensation or refund following the withdrawal of a Participant.

## LIABILITY

- 2.1. Accepting Liability
- 3.1 Your booking is accepted on the understanding that You appreciate and assume the risks inherent with travel and in particular associated with the travel and activities undertaken as part of Your Placement. To the extent permitted by law Nineteen Degrees, nor any of its directors, shareholders, employees or agents accept any liability for any injury, loss, damage, delay or additional expense caused either directly or indirectly by:
- i. 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;
  - ii. The acts, omissions or default, whether negligent or otherwise, of third party providers of facilities and services over who Nineteen Degrees has no direct control (such as airline carriers and activity operators); or
  - iii. 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, terrorist activity, industrial dispute, natural disaster, adverse weather conditions, fire, acts of God or any similar event.

All Participants agree to indemnify Nineteen Degrees from any liability associated with the above. Further, every Participant waives any and all claims They may have now, or in the future, against Nineteen Degrees and its employees and agrees not to sue Nineteen Degrees or its employees except to the extent permitted by law in relation to non-excludable contractual rights.

## COVID-19 RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

- 3.1 In addition to the policies outlined in the standard Release of Liability and Assumption of Risks (above) and the Nineteen Degrees Code of Conduct, there will be special policies, different expectations and new rules in place on each participant's program and in the host environment as a result of COVID-19. As such, all participants attending a Nineteen Degrees program fully understand and accept the following:

Due to the rapidly changing and unpredictable global and local (Australian) response to COVID-19, Nineteen Degrees' policies and procedures, the Australian Government's and associated overseas governments' rules and regulations, both local and national, as well as specific program offerings, are subject to change at any time.

Participants will be asked to review all current Nineteen Degrees policies and expectations for participant behaviour upon registration and prior to departure. Nineteen Degrees cannot take any responsibility for late changes made by external parties, such as the Australian or overseas governments, that might impact the program. Nineteen Degrees may not always be made aware of the most recent updates in the local host environment; however, Nineteen Degrees will make every effort to stay informed and to keep participants informed. Nineteen Degrees will notify participants of any changes to policy or changes to expectations of student behaviour as those changes are made. Nineteen Degrees participants agree to stay up to date and aware of associated Australian and overseas government regulations regarding COVID-19 via official government websites, such as [smartraveller.gov.au](https://smartraveller.gov.au), and take full responsibility for acting in accordance with those rules and regulations.

In agreeing to participate in a Nineteen Degrees program, participants understand and accept they will comply with and abide by all applicable COVID-19 related policy and behavioural expectations or requirements.

Some likely policy and behavioural expectations or requirements that participants may encounter and be prepared for are listed below; however, there may be new and different expectations, policies, laws, procedures or rules that may arise in the future that are not yet known. All participants attending a Nineteen Degrees program fully understand and accept the following:

- I. Participants understand that it is entirely their decision and responsibility to travel overseas on a Nineteen Degrees program during the COVID-19 pandemic and/or after that period, and that participants take full responsibility for their actions in regards to this.
- II. Participants understand that there are inherent risks involved in undertaking travel during the COVID-19 pandemic.
- III. Participants understand that it is their responsibility to continually check latest travel information regarding the COVID-19 pandemic and are fully aware of all current Australian and their overseas destination country governments' travel warnings, travel restrictions, laws and rules.
- IV. Participants accept that neither Nineteen Degrees or related overseas partners will be responsible for any travel restrictions, illness, cancellations, financial loss, quarantine rules or measures put in place at airports or overseas destinations that may affect the participant.
- V. Participants understand that the trajectory of the COVID-19 (or similar) virus at the local, national and international levels is unpredictable.
- VI. Participants understand they may be subjected to potential risks, illnesses, injuries and even death as a result of either contracting COVID-19 or the actions or omissions of governments, private entities or other parties with respect to COVID-19.
- VII. Participants understand that additional screening procedures and restrictions may be in place at airports and in public areas.

- VIII. Participants understand that borders between Australia and any overseas destination country may close without notice and this may result in interruptions to or delays in the program start date and/or in returning to Australia.
- IX. Participants understand that Nineteen Degrees is not responsible for assisting with any travel or accommodation bookings or expenses that are incurred due to COVID-19 or its related impacts.
- X. Participants understand that it is their responsibility to comprehensively read and understand all elements of their specific overseas travel and/or health insurance PDS (Product Disclosure Statement), what is and is not included in their travel or health insurance policy, and specifically what the policy covers the participant for as related to COVID-19 medical related incidents. Participants understand they take full responsibility for their own travel and health insurance and understand insurance coverage as related to COVID-19 cancellation and/or quarantine related expenses.
- XI. Participants understand they must have adequate financial resources to cover the duration of their Nineteen Degrees program. This includes the financial capacity to cover any expenses as a result of interruptions or delays caused by COVID-19, including quarantine expenses, funds to cover delayed or cancelled flights and living expenses for an extended period of time in the event the borders between Australia and the participant's overseas host country are closed by either government.
- XII. Participants agree to abide by all local, regional and national laws, rules and regulations currently in place, at the time of travel, to contain the spread of COVID-19.
- XIII. Participants may be required to wear a mask.
- XIV. Participants may be asked to actively participate in social distancing measures.
- XV. Participants may be required to have their temperature checked at regular or irregular intervals, and/or may be asked to check their own temperature regularly.
- XVI. Participants may be required to move out of their housing with little notice, and/or may be asked to move into alternate housing for the duration of their program.
- XVII. Participants may not be allowed to have any visitors in their housing at any time.
- XVIII. Parties, social engagements and group outings may be limited or prohibited.
- XIX. Housing maintenance requests may take longer than normal to fulfill or may be impossible to fulfill.
- XX. Participants' ability to travel during free time may be limited.
- XXI. Engaging in certain activities or attending certain events, especially those with large crowds, may be limited or not be allowed.
- XXII. Using certain forms of transport may be limited or prohibited.
- XXIII. Participants may be required to quarantine or self-isolate.
- XXIV. Participants may be required to stay in their accommodations if feeling ill for an indefinite period of time.
- XXV. Participants may be asked to pay for quarantine or self-isolation on arrival, during their program or on return from a program.
- XXVI. Participants may be required to have, and show proof of, a COVID-19 (or related) vaccine in order to travel to/from their host program location or country.
- XXVII. Participants may find that their host community is suddenly in lockdown and that participants are not permitted to leave their housing.

XXVIII. Participants may find that activities and/or projects are suspended or moved to an online format with little notice.

XXIX. Participants may be asked to participate in contact tracing.

XXX. Participants may be required to travel with certain documentation.

XXXI. Participants may not be able to leave on the scheduled departure date.

XXXII. Participants may be required to quarantine upon arrival back into their home city, state and/or country at the end of the program.

XXXIII. Participants may need to have COVID-19 tests or antibody tests.

XXXIV. Participants need to consider budgeting for any unplanned additional out of pocket expenses associated with COVID-19 that may occur, which may or may not have been indicated above.

XXXV. Participants understand that activities and/or excursions that are cancelled as a result of COVID-19 may not be refunded. Nineteen Degrees will attempt to recover any associated funds, but participants understand this may not be possible.

XXXVI. At times, on-site staff may not be able to assist participants in person.

XXXVII. If a participant has been in contact with people travelling from high-risk areas of the world, the participant may not be allowed to join in program activities, including in-person academics, scheduled events and/or projects for a period of time.

- a. Failing to abide by any of the Nineteen Degrees rules, expectations and policies that are in place when on a Nineteen Degrees program will be grounds for dismissal. No refund would be available if a participant is dismissed from a program for not following the Nineteen Degrees Code of Conduct. Failure of a participant to abide by local regulations may result in fines, arrest, deportation or a combination of these.
- b. If a participant is unable to meet any of the potential requirements listed above, Nineteen Degrees suggests that students do not proceed with participation in their program of interest.
- c. Travel and living abroad at this time poses new and different challenges. Nineteen Degrees recommends that only students who are fully prepared to remain aware of the changing situation in their host environment, and who agree to take responsibility to ensure that they are acting in accordance with the rules, regulations, laws, policies and recommendations of Nineteen Degrees, their host communities and the Australian and associated overseas governments, participate in programs at this time.

#### [PRIVACY POLICY](#)

##### 4.1. Personal Information

Nineteen Degrees 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:

- (a) 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;
- (b) 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;

- (c) 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
- (d) 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.

#### 4.2. Data Protection

- (a) Any personal information You provide Nineteen Degrees 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 Nineteen Degrees 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.

#### GENERAL INFORMATION

##### 5.1. Feedback and Complaints

If You have a complaint about any of the services arranged by Nineteen Degrees whilst on a Placement You must report this to the tour 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 Nineteen Degrees at [support@nineteendegrees.com.au](mailto:support@nineteendegrees.com.au). Any delay in providing Your feedback or complaint may impede our ability to investigate the matter.

##### 5.2. Governing Law

This agreement is governed by the law of Western Australia, and the parties submit to the exclusive jurisdiction of the Courts of Western Australia.