

Discovery Travel Group Cancellation Policy

- (1) By providing Nacel Australia Pty Ltd t/a Nacel Australasia (ABN 42 140 608 653) (**Nacel Australasia**) with an application for one of Nacel Australasia's discovery travel group programs (**Program**), the applicant (**Applicant**) consents to the terms and conditions contained within this cancellation policy (**Policy**).
- (2) Cancellations by the Applicant must be provided in writing (including by email) and will take effect from the date received by Nacel Australasia.
- (3) Once an application for a Program has been received by Nacel Australasia, the Applicant will receive an auto reply email confirming (which contains a link to Dropbox instructions) receipt of its application.
- (4) Nacel Australasia will email an invoice for the Program deposit of AUD \$1,000.00 (**Program Deposit**). The Applicant must pay the Program Deposit to Nacel Australasia. Nacel Australasia must receive the Program Deposit within 10 business days of the invoice date.
- (5) Nacel Australasia will send an invitation to share the Dropbox folder (**Folder**) to the Applicant. Once the Folder is received and accepted by the Applicant, the Folder will contain the relevant outbound student profile (**Outbound Student Profile**) for the Applicant's chosen Program and instructions on how to upload and save into the Folder. Applicants are required to upload the completed Outbound Student Profile to the Folder within 4 weeks of receiving the invitation from Nacel Australasia. The Applicant will be deemed to have read, understood and agrees to be bound by all documents contained in the Folder on payment of the Program Deposit.
- (6) Once the Program Deposit has been received, Nacel Australasia will forward a receipt together with a program balance invoice (**Program Balance Invoice**).
- (7) Once the Outbound Student Profile has been received by Nacel Australasia, Nacel Australasia will assess this and ensure it is complete. The Applicant's application will not proceed until the completed Outbound Student Profile is received.
- (8) A cancellation fee of \$200 will be due and payable to Nacel Australasia if an Applicant cancels its application after applying (and paying the Program Deposit) and prior to submitting the Outbound Student Profile. The Applicant acknowledges and agrees that Nacel Australasia may retain \$200 from the Program Deposit.
- (9) Nacel Australasia will assess the Applicant's completed Outbound Student Profile together with the partner organisation and if it contains any medical, psychological or physical conditions that may inhibit an Applicant's ability to fully participate in the Program (or if Nacel Australasia otherwise considers that the Applicant is not suitable to participate in the Program), Nacel Australasia will cancel the application and refund the full Program Deposit to the Applicant (subject to any right of set-off).
- (10) If an Applicant cancels after submitting the Outbound Student Profile and the cancellation is received by Nacel Australasia up to 90 days prior to departure date, a cancellation fee of \$800 will be due and payable to Nacel Australasia. The Applicant acknowledges and agrees that Nacel Australasia may retain \$800 from the Program Deposit.
- (11) The Applicant must pay the full program fee (**Program Fee**) at least 90 days prior to the departure date. Nacel Australasia reserves the right to cancel any Applicant that has not made full payment of the Program Fee by this date.
- (12) If an Applicant cancels between 90 days and 7 days prior to the program departure date (**Program Departure Date**) a cancellation fee of 50% of the total Program Fee will be due and payable to Nacel Australasia.
- (13) Despite any provision to the contrary, to the maximum extent permitted by law, the Applicant acknowledges and agrees that Nacel Australasia may set-off against the Program Deposit and any other amounts paid by the Applicant to Nacel Australasia and all amounts due and payable to Nacel Australasia by the Applicant, including the cancellation fee or any priced Program costs already paid by Nacel Australasia.

- (14) Despite any provision to the contrary, to the maximum extent permitted by law, the Applicant acknowledges and agrees that no refund is made if the Applicant:
 - (a) cancels within 7 days of the Program Departure Date;
 - (b) requests to cancel, depart or withdraw from the Program once the Applicant has departed Australia; or
 - (c) fails to depart on the allocated international / domestic flight requested by the Applicant.
- (15) The Applicant acknowledges and agrees that host families are solely assessed by Nacel Australasia and their overseas partners for their suitability to host Australian students. Nacel Australasia will use its reasonable endeavours to accommodate the Applicant's request as to gender, dietary, religion, geographical locations, participation in specific hobbies or interests, levels of academic ability or other specific attributes or activities asked or expected of the host family or host school, however, Nacel Australasia by no way guarantee that the Applicant's requests will be met.
- (16) Once a host family placement (**Host Family Placement**) has been received by the Applicant, the Applicant agrees to proceed with the Program according to the nominated Host Family Placement. The Applicant acknowledges and agrees that requests to change the Host Family Placement will be considered, however, Nacel Australasia by no way guarantees that the Applicant's requests will be met. The Applicant acknowledges and agrees that cancellation by an Applicant due to the Host Family Placement provided will have the Nacel Australasia cancellation policy apply at the date of cancellation received in writing by Nacel Australasia.
- (17) Nacel Australasia will use its reasonable endeavours to supply Host Family Placement details prior to the Applicant's departure, however the Applicant acknowledges and agrees that, in exceptional cases, the Host Family Placement details can be provided up to the day prior to the Applicant's departure.
- (18) In an exceptional case of details of a Host Family Placement arriving close to the Applicant's departure, Nacel Australasia will use its reasonable endeavours to update the Applicant regularly as to the progress and/or details of the Host Family Placement. The Applicant acknowledges and agrees that the delay in providing a Host Family Placement is not a case for cancellation and any Applicant that cancels due to the Host Family Placement timeframe will have the Nacel Australasia cancellation policy apply at the date of cancellation received in writing by Nacel Australasia.
- (19) The Applicant acknowledges and agrees that once an Applicant has departed Australia on a Program and is in the nominated country, all pastoral care and welfare issues remain the responsibility of the partner organisation employed by Nacel Australasia to conduct the Program. Nacel Australasia uses reasonable endeavours to ensure that all partner organisations have met accreditation standards with Nacel Australasia and in their home country. Any decision made by the partner organisation regarding an Applicant's behaviour, welfare or intervention remains the responsibility of the partner organisation and will be communicated to the Applicant and the Applicant's family. The Applicant acknowledges and agrees that no refund is made if an Applicant cancels and alters Program dates, due to a decision made by Nacel Australasia or the partner organisation. The Applicant agrees to pay any associated costs as a result of this cancellation to be invoiced separately to the Applicant.
- (20) The Applicant acknowledges and agrees that all applicants will be issued with a probationary warning for minor infractions of the Program rules that is submitted to all parties involved at the time with clear notice of action to be taken and the timeframes involved. The Applicant acknowledges and agrees that no refund will be made if an Applicant is considered to have committed in serious multiple breach(s) of the Nacel Australasia or partner organisation rules and the Applicant may be repatriated as a result.
- (21) The Applicant acknowledges and agrees that each Program is dependent upon a minimum number of applicants. If the minimum number of Program applicants is not met by 90 days prior to the Program Departure Date, Nacel Australasia reserves the right to cancel the Program and Nacel Australasia will fully refund the Program Deposit and any balance of the Program Fee already paid.
- (22) Nacel Australasia will use its reasonable endeavours to arrange and provide all of the services listed in the Program. Despite any provision to the contrary, to the maximum extent permitted by law, Nacel Australasia is not liable for:

- (a) failure or delay in providing the services listed in the Program;
 - (b) breach of this Policy of any law;
 - (c) loss of, or damage to, any property or any injury to or death of any person, where caused or contributed to by any:
 - (d) event or circumstance beyond Nacel Australasia's reasonable control; or
 - (e) an act or omission of the Applicant or any other service provider engaged to offer services in connection with the Program.
- (23) The Applicant acknowledges and agrees that airfares are for return international travel and no refunds can be made for unused portions.
- (24) Nacel Australasia reserves the right to alter or omit any part of the Program or adjust the Program Fee, if events beyond Nacel Australasia's reasonable control were to occur. The Applicant agrees to pay any resulting additional costs incurred by Nacel Australasia in accordance with the invoice issued to the Applicant by Nacel Australasia.
- (25) This Policy is governed by the laws of Western Australia. The Applicant and Nacel Australasia irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- (26) The Applicant acknowledges and agrees that this Policy is subject to, governed by, and is to be read in accordance with Nacel Australasia's terms and conditions (**Terms and Conditions**). Nacel Australasia's liability under this Policy will be limited or excluded by any provision limiting or excluding its liability under those Terms and Conditions.