

# NACEL AUSTRALASIA – TERMS AND CONDITIONS

## 1. Acceptance

- (a) These terms and conditions are between Nacel Australia Pty Ltd t/as Nacel Australasia (ABN 42 140 608 653) (**Nacel Australasia**) and you, the person, organisation or entity that engages Nacel Australasia to provide the travel abroad programs (**Program**) as described on Nacel Australasia's site (<https://www.nacel.com.au>) (or as may be available through other addresses or channels, or as communicated by Nacel Australasia to you) (**Site**). These terms and conditions include all documents refer to, or attached to, these terms and conditions (**Terms**).
- (b) By sending Nacel Australasia an application for the Program using the Site, you:
- (i) warrant that you have reviewed these Terms, including the Cancellation Policy (available on the Site) and the Privacy Policy (available on the Site), with your parent or legal guardian (if you are under 18 years of age), and you understand and agree with them;
  - (ii) warrant that you have the legal capacity to enter into a legally binding agreement with Nacel Australasia or (if you are under 18 years of age) you have your parent's or legal guardian's permission to access and make an application for the Program using the Site, and they have agreed to the Terms on your behalf;
  - (iii) the information provided on any application for the Program is true and accurate; and
  - (iv) agree to use the Site in accordance with the Terms.

Please read the Terms carefully and immediately cease using the Site if you do not agree to them.

- (c) You must not make an application for a Program through the Site unless you are at least 13 years of age. If you are a parent or legal guardian permitting a person who is at least 13 years of age but under 18 years of age (a **Minor**) to make an application for a Program using the Site, you agree to: (i) supervise the Minor's use of the Site; (ii) assume all risks associated with, and liabilities resulting from, the Minor's use of the Site; (iii) ensure that the content on the Site is suitable for the Minor; (iv) ensure all information submitted to Nacel Australasia by the Minor is accurate; and (v) provide the consents, representations and warranties contained in the Terms on the Minor's behalf.
- (d) By sending Nacel Australasia an application for the Program, using the Site, you make an offer to participate in the Program in accordance with the price set out on the Site (**Program Fee**). Nacel Australasia may, in its absolute discretion, accept or reject an application. Nacel Australasia will endeavor to notify you of a rejection within a reasonable time after reviewing your application. Each application that Nacel Australasia accepts results in a separate binding agreement between you and Nacel Australasia for the supply of the Program in accordance with these Terms.

## 2. Program Fee and Payments

- (a) You must pay Nacel Australasia the Program Fee for each Program in accordance with this clause. All amounts are stated in Australian dollars and are inclusive of Australian GST (where applicable).
- (b) You must pay the Program Fee by the due date and using one of the payment methods set out on the Site, or as otherwise communicated by Nacel Australasia to you.
- (c) You agree to pay, as a debt immediately due and payable, any costs (including any transportation costs) that may arise, or that Nacel Australasia will suffer or incur, if your repatriation is required because of a breach of Nacel Australasia's or the host country organisation's rules or these Terms.
- (d) If any payment has not been made in accordance with the Site or these Terms, Nacel Australasia may (in its absolute discretion) immediately cease processing your application for the Program or providing you with any goods or services in connection with the Program and charge you interest on the outstanding payment at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 8% per annum, calculated daily and compounding monthly.

### 3. Program

- (a) In consideration of your payment of the Program Fee, Nacel Australasia will provide the Program in accordance with these Terms.
- (b) If these Terms expresses a time within which the Program (or any goods or services in connection with the Program) is to be provided by Nacel Australasia, you acknowledge and agree that any such time is an estimate only and creates no obligation on Nacel Australasia to provide the Program (including as to the application process) by that time.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, Nacel Australasia will not be responsible, and will have no liability for any works, services, goods, materials or items which:
  - (i) do not form part of the Program, as expressed on the Site or these Terms; or
  - (ii) have not been provided by Nacel Australasia.

This clause 3(c) will survive the termination or expiry of these Terms.

- (d) Nacel Australasia will provide all accepted applicants on the Programs with personal assistance with airport departures, arrivals and stopovers with registered airlines. Nacel Australasia will provide all accepted applicants that request (and is approved by Nacel Australasia) to travel on alternative flight times and/or dates to the nominated Program, with personal assistance with airport departures, arrivals and stopovers with registered airlines, and in addition, Nacel Australasia will arrange compulsory meet and greet services, at your own expense.
- (e) You acknowledge and agree that Nacel Australasia will consider your requests as to gender, dietary, religion, geographical locations, participation in specific hobbies or interests, levels of academic ability or other specific attributes or activities of the host family or host school, however, Nacel Australasia by no means guarantees that any of your requests will be met, and to the maximum extent permitted by law, will have no liability to you in this regard.

### 4. Your Obligations

- (a) You must comply with Nacel Australasia rules concerning students participating in the Programs (as may be communicated to you by Nacel Australasia, from time to time), including that you at all times:
  - (i) must abide by the laws of the host country and Australia;
  - (ii) may only use prescribed drugs;
  - (iii) are not permitted to drink alcohol;
  - (iv) are not permitted to drive any motor vehicle;
  - (v) must not participate in any sexual conduct or activity; and
  - (vi) are not permitted to smoke.
- (b) Without limiting any of Nacel Australasia's rights or entitlements, you acknowledge and agree that non-compliance of clause 4(a) may result in your immediate dismissal from the Program and that you may be required to return to Australia at your expense.
- (c) While participating in the Program, you agree to:
  - (i) always be aware of your responsibility to make a determined effort in your school, host family and host community to consistently participate in accordance with the principles of the Program and these Terms;
  - (ii) attend school daily;
  - (iii) obey family rules and must voluntarily help with household chores;
  - (iv) show respect for your host families and act as a member of the family;
  - (v) adopt at all times appropriate behaviour, in accordance with your host country's culture;
  - (vi) show respect for your host school and teachers;
  - (vii) not get any piercings or tattoos;

- (viii) not participate in any parachute jumping, bungee jumping or any other dangerous activity as detailed in your travel insurance; and
  - (ix) respect and abide by directions from the school, Nacel Australasia chaperones and staff and the local coordinators of the host county organisation.
- (d) You acknowledge and agree that:
- (i) you will complete an evaluation of the Program;
  - (ii) requests for changes to travel dates may not be considered after the final payment due date for the Program Fee;
  - (iii) you cannot change host families or schools at will;
  - (iv) any pre-existing medical or psychological issue that is not disclosed by you, may result in cancellation of your application and/or the Program; and
  - (v) where the departure date of your chosen Program is prior to the completion of the school year, you are solely responsible for gaining approval from your school to finish early.

## 5. Social Media Use

You acknowledge and agree that you will be held responsible for everything posted on and linked to your profile on social media and networking sites like Facebook, among others. For the avoidance of doubt, this includes statements, comments, and photos. You agree to refrain from posting any content or images that indicate a violation of your host country laws, the laws of your home country or Nacel Australasia's rules, as well as any content or images that are perceived as obscene, defamatory, threatening, harassing, hateful or hurtful to the reputation of another person. You agree to refrain from any online activity that could compromise your safety or the safety and privacy of your host family. For the avoidance of doubt, this includes communicating or meeting with strangers, posting any information that could be used to identify you or your host family's identity or location, including as to full names, address, phone number, bank and credit card information. You acknowledge and agree that any of these actions may result in disciplinary procedures such as a warning or probation, and may lead to dismissal from the Program.

## 6. Mobile Phone Use

- (a) You acknowledge and agree that it is a condition of participation on the Program to travel with a mobile phone on which you can be contactable via calls and texts for the duration of your Program.
- (b) Nacel Australasia agrees to provide you with access to its Link app, a mobile SIM card and start-up credit which you must collect at the registration desk of the pre-departure meeting. These meetings will be held in each state in late August or early September. You agree to use your best endeavours to attend any meetings held by Nacel Australasia. If you are unable to attend a meeting, Nacel Australasia will post your SIM card.
- (c) If you choose not to travel with and use the provided SIM card provided by Nacel Australasia, you must inform Nacel Australasia of the number you will be contactable on during the Program at the pre-departure meeting, noting that you must be reachable on a phone number from the host country (not an Australian one). If you cannot attend any meeting held by Nacel Australasia, you must provide this number no later than 4 weeks prior to your departure for the Program. Any changes to the contact number provided to Nacel Australasia before or during the Program must be communicated to Nacel Australasia and to the host country organisation immediately. You acknowledge and agree that failure to comply with this clause 6 will result in your withdrawal from the Program.

## 7. Intellectual Property

- (a) If you provide information, including any intellectual property to Nacel Australasia (including photos, editorials, blogs, videos and testimonials), then you:
  - (i) warrant that you have all necessary rights to provide the intellectual property to us;
  - (ii) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable licence to use the intellectual property in any way Nacel Australasia requires (including for ongoing promotional purposes, use on print and online media, to promote the Programs, to show real examples of student

participation); and

(iii) consent to any act or omission which would otherwise constitute an infringement of any moral rights (as defined in the *Copyright Act 1968* (Cth)).

(b) You acknowledge and agree that your intellectual property may be distributed to schools, educational institutions, and prospective students and families involved or interested in the Programs offered by Nacel Australasia.

## 8. Program Travel Alterations

(a) You acknowledge and agree that Nacel Australasia does not permit you to deviate from the Program (including as to duration, schedule, or itinerary) without the prior written consent of Nacel Australasia (which may be withheld in Nacel Australasia's absolute discretion).

(b) You agree not to undertake any independent travel or extra-curricular activities while participating on a Program.

(c) In addition to any cancellation fee that may apply (in accordance with Nacel Australasia's cancellation policy):

(i) You acknowledge and agree that any requests to alter Program dates after 04 September 2020 will be considered upon written request at least 14 days prior to the scheduled Program departure date from Australia. If approved, these requests will incur an administration fee of \$150 plus any additional third party fees incurred by Nacel Australasia as a result of this change.

(ii) You acknowledge and agree that any requests to alter Program dates within 14 days of the scheduled Program departure date from Australia, will be considered upon written request and will incur an administration fee of \$250 plus any additional third party fees incurred by Nacel Australasia as a result of this change.

(iii) You acknowledge and agree that any unexpected Program changes once you are in the host country, will require a written request and will be subject to approval from Nacel Australasia and the host country partner. If approved, these requests will incur an administration fee of \$250 plus any additional third party fees incurred by Nacel Australasia as a result of this change.

## 9. Limitations

(a) Despite anything to the contrary, to the maximum extent permitted by law:

(i) Nacel Australasia's maximum aggregate liability arising from or in connection with these Terms (including the Program and/or the subject matter of these Terms) will be limited to, and must not exceed the portion of the Program Fee paid by you to Nacel Australasia for the Program the subject of the relevant claim, or if no amount has been paid, then \$1.00; and

(ii) Nacel Australasia will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

(b) Despite anything to the contrary, to the maximum extent permitted by law, Nacel Australasia will have no liability, and you release and discharge Nacel Australasia from all liability, arising from or in connection with any:

(i) event or circumstance beyond Nacel Australasia's reasonable control; or

(ii) act or omission of you or any third party,

and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Program (or any goods or services connected with the Program).

(c) Despite any provision in these Terms to the contrary, to the maximum extent permitted by law, these Terms excludes all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in these Terms.

- (d) This clause 9 will survive the termination or expiry of these Terms.

## 10. Termination

- (a) These Terms will terminate immediately upon written notice by:
- (i) either party, if mutually agreed in writing between the parties;
  - (ii) Nacel Australasia, if you are in breach of these Terms and that breach has not been remedied within five days of being notified by Nacel Australasia;
  - (iii) you, if Nacel Australasia is in breach of a material term of these Terms and that breach has not been remedied or overcome within 15 days of being notified by you.
- (b) Termination of these Terms will not affect any rights or liabilities which a party has accrued under it.
- (c) Upon termination of this Agreement, you agree that you will:
- (i) pay any applicable cancellation fee in accordance with Nacel Australasia's Cancellation Policy and all additional costs resulting from the termination of these Terms, to Nacel Australasia as a debt due and immediately payable; and
  - (ii) not disparage or otherwise make any unfavourable statements regarding Nacel Australasia, either directly or by implication, verbally or in writing;
- (d) This clause 10(c) will survive the termination or expiry of these Terms.

## 11. General

- (a) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).
- (b) **Notices:** Any notice given under these Terms must be in writing and addressed to us at the details set out below or to you at the details provided to you. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of email.
- (c) **Waiver:** Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.
- (d) **Relationship of parties:** These Terms are not intended to create a partnership, joint venture or agency relationship between the parties.
- (e) **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.
- (f) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (g) **Entire agreement:** The Terms contain the entire understanding and agreement between you and us in respect of their subject matter.
- (h) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your order.
- (i) **Governing law:** These Terms are governed by the laws of Western Australia. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Site from outside Australia, you do so at your

own risk and are responsible for complying with these laws in the place you access the Site.

**For any questions and notices, please contact us at:**

Nacel Australia Pty Ltd t/as Nacel Australasia (ABN 42 140 608 653)

Address: PO Box 486, Dianella, WA 6059, Australia

Phone: 1300 735 732

Email: [info@nacel.com.au](mailto:info@nacel.com.au)

**Last update:** 24 May 2018