

NACEL AUSTRALASIA DOMESTIC PROGRAMS – TERMS AND CONDITIONS

1. *Registration and payment*

- a) An online registration is confirmed only when a confirmation email and receipt from Nacel Australasia is received by the applicant stating that the registration was successful.
- b) To confirm the registration and secure a place, payment is required AND the child's parent or legal guardian must complete the terms and conditions, medical information.
- c) The medical and authorisation information must be received within 5 business days of the phone booking date or Nacel Australasia reserves the right to cancel the booking. Cancellation fees may apply.
- d) All prices are in AUD\$. Nacel Australasia fees are inclusive of GST

2. *Acceptance*

- a) Applications will be accepted in the order of their arrival, however Nacel Australasia reserves the right to accept or
- b) reject any booking. Additional forms and approvals are required for any child under the care of the Community Services.
- c) 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 French Village 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).
- d) By sending Nacel Australasia an application for the Program using the Site, you:
 - i) warrant that you have reviewed these Terms, 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.

- e) 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.
- f) 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.

3. **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 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 camp organisations 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.
- e) All registrations require full payment or the set deposit amount in order to be accepted. Payment can be made by credit card through a secure gateway at time of booking, or alternate means by arrangement. Nacel Australasia do not see nor store these credit card details.
- f) All programs with a deposit option require payment of the balance no later than 28 days prior to the program commencing or the students place will be forfeited.

4. **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 0 will survive the termination or expiry of these Terms.

5. **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 camp 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 0 may result in your immediate dismissal from the Program.
- c) While participating in the Program, you agree to:
 - i) always be aware of your responsibility to make a determined effort to consistently participate in accordance with the principles of the Program and these Terms;
 - ii) attend activities daily;
 - iii) obey camp rules;
 - iv) show respect for your camp counsellors and local coordinators;
 - v) adopt at all times appropriate behavior;
 - vi) show respect for your camp counsellors, local coordinators and fellow peers;
 - vii) respect and abide by directions from the camp, Nacel Australasia chaperones and staff and the local coordinators of the camp organization.
- d) You acknowledge and agree that:
 - i) you will complete an evaluation of the Program;
 - ii) any pre-existing medical or psychological issue that is not disclosed by you, may result in cancellation of your application and/or the Program.

6. **General Conditions**

- a) By registering my child on a French Village Program, I agree to permit the use of photographs and videos, or other pictures of applicant students, in promoting French Village activities and programs. (For exceptions call 1300 735 732).
- b) By registering my child on a French Village Program, I consent to Nacel Australasia disclosing my child's name and applicable feedback to the Nacel Australasia contact person at my child's school.
- c) Accidents and Injuries are an unfortunate and inherent risk within the activities undertaken as a part of this program. All costs for medical services (other than basic first aid) are at the expense of the student.
- d) All programs must meet a minimum number to run. A full refund will apply if Nacel Australasia cancels the camp.
- e) Camp details are subject to change without notice.

7. Cancellations and transfers

- a) Cancellations made up to 28 days prior to the commencement of a camp will receive a refund less an administrative charge of \$50. Cancellations made between 28 days & 7 days prior to the camp will incur a cancellation fee of 50% of the camp fee. Cancellations made within 7 days of the camp will incur a charge of 100% of the camp fee. Where possible, Nacel Australasia will endeavour to refund some of the camp fee.
- b) Refunds will not be given for partial attendance.
- c) In the event of a natural disaster or force majeure where the events are beyond our control Nacel Australasia will aim to fully refund the participant and the reservation, however we reserve the right to offer a “credit” for a future program of the equivalent value, as expenses may have been incurred during the planning stages of the camp in which Nacel Australasia is unable to recover. In the event that a full refund may not be available, due to unforeseen circumstances, Nacel Australasia will credit the participant for a future language program.

8. Social Media Use

- a) 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.
- b) You agree to refrain from posting any content or images that indicate a violation of the laws of Australia 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.
- c) You agree to refrain from any online activity that could compromise your safety or the safety and privacy of your fellow peers. For the avoidance of doubt, this includes communicating or meeting with strangers, posting any information that could be used to identify your or your fellow peers’ identity or location, including as to full names, address, phone number, bank and credit card information.
- d) 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.

9. 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 license 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.

10. Program 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).

11. 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 11 will survive the termination or expiry of these Terms.

12. 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 unfavorable statements regarding Nacel Australasia, either directly or by implication, verbally or in writing;
- d) This clause 0 will survive the termination or expiry of these Terms.

13. 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

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