



ABN 71 078081660

TERMS AND CONDITIONS FOR TOUR MEMBERS

This Terms and Conditions for Tour Members document outlines the agreement between:

1. Classrooms Around the World Pty Ltd
(“CATW”)
And
2. Tour Member/s

PREAMBLE

1. This document provides the Terms and Conditions by which the Tour Member/s will abide whilst participating in an organised CATW tour.
2. This document serves a number of beneficial purposes. It provides the Tour Member/s with the basic conditions and tour parameters that can be expected from their tour.
3. The document is also intended to protect CATW by, among other things,
 - a. clarifying CATW’s expectations of the Tour Member/s; and
 - b. laying out reasons for termination of the relationship between CATW and Tour Member/s.
4. The following conditions are non-negotiable and apply to all Tour Members. Signed acknowledgement by all parties including, but not limited to, Principals, Directors, Teachers, Leaders, Chaperones, Adults, Students under the age of 18, Parents, Guardians are required to indicate that all parties have read, understand and accept the terms and conditions for inclusion in CATW tours and programs.

TERMS AND CONDITIONS

PART ONE - HEALTH, MEDICAL AND DENTAL HISTORY

- 1.1 Tour Member/s must be in a state of good health at the time of departure, and not carry any condition which will affect their travel and participation in any tour program or affect the well being of the tour group in general or tour participants.
- 1.2 Tour Member/s must disclose to CATW and the underwriters of medical, travel and liability insurance, the nature of all pre-existing, conditions up to the time of their departure.

- 1.3 CATW tours and programs can involve frequent walking of a low to medium impact over long distances, hilly, undulating and broken ground and terrain. The pace and scheduling of some tour days may create a stressful and exacerbated situation for tour patrons with pre-existing cardiac, respiratory, obesity and immobility conditions. Wheel chair and escalator access cannot always be guaranteed. It is recommended that intending tour and travel patrons consult with their medical practitioner to ascertain their level of health.
- 1.4 CATW reserves the right to not accept Tour Applications and deposits from patrons suffering from gross obesity unless a relevant medical and health clearance for travel is provided to us from a credited medical practitioner.
- 1.5 A Tour Member/s with pre-existing medical conditions, illnesses and disabilities prior to departure must have written medical clearance from a registered medical practitioner.
- 1.6 A Tour Member/s who intends to travel with, and take prescribed medication on tour must carry a letter of confirmation and authorization from a registered medical practitioner of the medications required by the Tour Member/s and the nature and purpose of the medication.
- 1.7 Costs incurred for hospitalization and return to Australia as a result of that hospitalization or related medical condition must be met by the Tour Member/s family and/or the Tour Member/s travel and medical insurance.

PART TWO - TRAVEL, MEDICAL AND LIABILITY INSURANCE

- 2.1 It is mandatory for all Tour Member/s to undertake appropriate and comprehensive travel, medical and liability insurance.
- 2.2 CATW is not an insurance agent and as such we advise and recommend that Tour Member/s arrange their own comprehensive travel, medical and liability insurance at the time of initial tour deposits being made to CATW. Where a client group requests that mandatory Medical, Travel and Liability Insurance is to be included in their tour cost quotation CATW will recommend an Insurance Underwriter to encompass their specific needs, without commission or fee to CATW. The representatives of the client group will be required to sign off on the insurance application and confirmation documentation in its institutional name.
- 2.3 CATW recommend travel insurance from our licensed travel agent associates.
- 2.4 Tour Member/s travel, medical and liability insurance must be for the full period of the tour.
- 2.5 Non-travel components, unless designated in your Tour Member/s insurance policy, may not be covered by travel, medical and liability insurance.
- 2.6 Civil unrest and acts of terrorism that may harm or affect any individuals' travel or any component of the tour may not be covered by travel insurance undertaken by or on behalf of a Tour Member/s.

- 2.7 CATW and its subsidiary trading companies are not responsible for processing Tour Member/s insurance claims.

PART THREE - LIABILITY

- 3.1 CATW acts as an agent for companies including, but not limited to, transportation companies, bus operators and hotels and will not be held liable in any form or manner for losses, damages, accidents, changes to schedules, theme park and other venue closures, cancellations, postponements, civil unrest, acts of god or other irregularities, however caused or which may arise beyond the control of CATW. Furthermore, CATW will accept no liability for losses or additional expenses due to changes in air, rail, sea or other travel services, sickness, weather, quarantine, strike, over-bookings or other cause.
- 3.2 In most situations where a cancellation of an event or a visit to a venue, which includes but is not limited to theme parks, museums, galleries, historical sites, without prior notice from the event or venue, tickets and entry fees that have already been paid out are generally due 3 weeks prior to the named event or visit. If the event cancellation has been advised prior to payment such funds are refundable except where CATW has made a goodwill "free of charge" offer for event and venue entry, the value of the "free of charge" offer will be transferred to other tour component costs, at the discretion of CATW.
- 3.3 CATW waives its duty of care, responsibility, financial obligation and liability to any Tour Member/s, individually or collectively, who arrange and participate in extended or independent itineraries and travel, pre-tour or post tour, external to the main CATW tour, program and itinerary.
- 3.4 Extended or independent tours and programs arranged by individuals to occur outside of the main CATW tour must not in any way impinge, change or disadvantage the progress and conduct of main CATW tour itineraries, schedules, programs, activities and existing reservations. Should independent itineraries be affected and additional costs be incurred to the individual due to changes outside of the control of CATW, CATW bears no responsibility or liability.

PART FOUR - ACCOUNTABILITY FOR BEHAVIOUR AND CONDUCT

- 4.1 Parents and family members are eligible to become CATW Tour Members and travel as members of CATW tours providing they are endorsed by the principals, teachers and/or leaders of the tour group, business or institution that they will represent on tour.
- 4.2 In addition to CATW policies student Tour Member/s are accountable for their behavior and conduct to their parents and teachers on tour, their school and to the relevant institutions and educational agencies and all policies of these agencies pertaining to acceptable behavior and conduct.

- 4.3 Teachers will always be accountable to their relevant educational agencies.
- 4.4 Parents on tour will be responsible for the appropriate behavior and conduct of their children subject to clause 6.10 and 6.11.
- 4.5 CATW reserves the right to not accept Tour Applications and deposits from patrons found to have a criminal record and specifically a criminal record for any offence/s relating to children by law within any State or Territory of Australia. Any criminal records of this nature must be disclosed to CATW.

PART FIVE - BEHAVIOR AND CONDUCT BONDS

- 5.1 Tour Member/s in breach of the terms and conditions outlined within the *Terms and Conditions for Tour Members* may at the discretion of CATW and/or the Principals, Directors, Teachers or Chaperones on tour, enter into a financial restraining bond. This bond intends to ensure that inappropriate conduct and behavior will be remedied and maintained to the accepted disciplinary and legal standards outlined within the *Terms and Conditions for Tour Members*.
- 5.2 Any breach of a legal code (including, but not limited to, illicit drug use) will be outside of the parameters of a financial restraining bond and the matter placed in the hands of the appropriate law enforcing agency within the country in which the breach has occurred and be dealt with accordingly.
- 5.3 CATW is not obligated to refund a Tour Member/s for forfeited tour components arising from exclusion due to breach of legal detainment or delay whilst on tour.
- 5.4 The amount of financial bond will be determined by the cost of returning a Tour Member/s to Australia/Country of Origin and all associated costs and expenses incurred to CATW by that Tour Member/s and the accompanying teacher to the most appropriate port of departure or arrival. Behavior and conduct bonds will be determined by factors including, but not limited to, airfares, transportation, transfers, taxes, accommodation, CATW administrative costs, tour guides, chaperone costs.
- 5.5 Bond monies must be in the form of bank cheque or direct bank deposit to CATW, and forwarded to be received within three working days.
- 5.6 Bond monies will be forfeit if conduct and behavior of a Tour Member/s continues to breach the terms and conditions with the *Terms and Conditions for Tour Members*, and arrangements will be made for the Tour Member/s to be returned to Australia or the country of origin.
- 5.7 Bond monies will be returned within three working days of a Tour Member/s completing a tour and returning to their country of origin, and it is deemed by CATW and/or the relevant Directors, Principals, Teachers that the Tour Member's has fulfilled his/her bond obligations.

PART SIX - CODE OF BEHAVIOUR AND RESPONSIBILITY

- 6.1 Tour Member/s are not to invite into their rooms, any person who is not a part of an authorised room share arrangement throughout a CATW tour. With the exception of male and female siblings in the care of their parents or Temporary Guardian, males and females under the age of 18 years are not permitted to enter or share rooms.
- 6.2 Curfews set by CATW representatives or a group Principal, Director, Teacher, Leader must be kept by any Tour Member/s under the age of 18. CATW Directors, Tour Managers and Guides are not expected to mind or supervise students or minors. Supervision of students and minors in all cases on all tour days is the responsibility and obligation of group leaders and teachers. The additional role of CATW Directors, Tour Managers and Guides is to ensure that duty of care provisions by teachers and leaders are maintained and prevail on all tours, on all days. Teachers and leaders should not neglect their obligations of duty of care and should not take offence if reminded of these obligations, throughout each tour and program.
- 6.3 Theft or damage, any action which affects the comfort of tour members and overall group harmony, verbal or physical language, gesture or abuse (towards other CATW Tour Member/s or staff), inability to follow reasonable directions from CATW Tour staff, Racist behavior, physical violence, causing, participating and coercing others in riotous, disorderly and anti-social behavior or breaches of the criminal law of the country or state in which the alleged breach occurred will not be tolerated and will be dealt with in accordance to clause 5.2.
- 6.4 Tour Member/s are not to leave the confines of the CATW organized tour program components (including breaking set curfews) or break from the main tour group without the authority of CATW or the Principal/Group Leader. A Tour Member/s must inform CATW and its representatives if they intend to leave the main group and how and when they intend to return to the main group.
- 6.5 A Tour Member/s must dress appropriately and in accordance with the directions of the group's tour leader.
- 6.6 All Tour Member/s must be a role model at all times and conduct themselves in such a way that upholds the positive image of CATW and the institution from which they represent.
- 6.7 Smoking, consumption of alcohol, the use or abuse of non-prescribed and illicit drugs and the abuse and/or breaches of the laws of the host country or state in which the alleged breach occurred, is strictly forbidden. Any breaches will be deemed to place the CATW tour party at risk and at the sole discretion of CATW will result in withdrawal/exclusion of the tour member or members from the remainder of the tour and in accordance to clause 5.2.
- 6.8 Adult Tour Member/s must undertake to smoke or consume alcohol, should they choose to do so, only in the prescribed places and out of view of student Tour Member/s under the age of 18 years.
NOTE: The legal age for alcohol consumption in the USA and Europe is 21 years of age.

- 6.9 Tour Member/s will not change or attempt to change any CATW tour or tour program for themselves or others (e.g. Coercing a tour bus driver to change or delay a tour itinerary or bus schedule).
- 6.10 All tour programs are conducted under the direction and control of CATW. Tour Member/s must comply with all reasonable directions issued by CATW and its representatives. Non-compliance will be viewed as a risk to the safety and wellbeing of all other tour members, the tour and tour programs and to the harmony of the tour group in general and may be subject to clause 6.11.
- 6.11 Any conduct or behavior of a Tour Member/s whilst on tour which bring into disrepute or affects, or intends to affect, the reputation and operations of CATW and its representatives, or places themselves or others at risk or harm will, at the sole discretion of CATW, result in withdrawal/exclusion of the Tour Member/s from the remainder of the tour. Arrangements will be made by CATW for that Tour Member/s to return to Australia at the cost of the Tour Member/s in question. A Tour Member/s conduct or behavior may also result in detainment and/or arrest by law enforcement agencies including police, immigration & customs authorities, or legal action by CATW and/or its agents.
- 6.12 Tour Member/s and a Parent/Guardian/Carer of a Tour Member/s indemnifies CATW against any costs, claims or demands as a consequence of any conduct of any person causing or resulting in damage or injury to persons or property.
- 6.13 No refund will be paid by CATW to a Tour Member/s for forfeited tour components arising from tour exclusion, tour delay or detainment.

PART SEVEN - TOUR COST & BUDGET

- 7.1 The advised cost per Tour Member/s will be an estimated cost, likened to a budget calculation and then subject to contracted cost confirmation of each tour component and relevant currency exchange rates, where applicable.
- 7.2 Currency exchange rates may change from the time that initial tour deposits and final payments are made. See PART TEN - Reconciliation Costs and Payments.
- 7.3 CATW reserves the right to move the surplus or deficit cost for any contracted tour component cost to another included tour component, to meet the shortfall or deficit in cost.
- 7.4 The final tour cost will be advised by invoice or interim invoice, when contracted tour components are confirmed.
- 7.5 Tour cost estimates and final tour cost will vary (per person), as tour members upgrade or down grade their accommodation, cruise components and applicable tour services, components and tour options. Adult costs may vary from student and children's costs.

- 7.6 Tour costs may change up until final balance deposit is paid and will be revised regularly due to various circumstances including, but not limited to, currency rate fluctuations, a change or reduction in tour group numbers, agents increases, tour component cost increases.
- 7.7 Our travel agents will always endeavour to provide the lowest available airfare. An airline and airfare (applicable to each Tour Member/s and their flight and tour itinerary) may not be confirmed until after deposits for travel arrangements are made. A deposit for such components deems that a Tour Member/s has a reservation pending and is an included member in a specified tour and tour group.

PART EIGHT - PAYMENTS

- 8.1 Deposits will be required to initiate all travel/tour arrangements by a specified date. Deposits are payable to *"Classrooms Around the World Pty Ltd"*.
- 8.2 All deposits and interim payments are non-refundable.
- 8.3 Travel agents may require full payment for tour components such as flights and cruises shortly after initial deposits are made. Travel agents will advise CATW and Tour Member/s of payment dates, amounts and pertaining conditions to payments for reservations.
- 8.4 CATW will establish a schedule of payments for all ground tour related components, specific to each tour group. These payments will be made periodically or as required by the agents providing tour components and services (e.g. Charter bus companies, Broadway theatre booking agents, Disney theme parks). Such payments are subject to the conditions of the applicable agents providing tour components and services.
- 8.5 Initial deposits, interim payments and full payments may be made by personal cheque, bank cheque or direct bank deposit. CATW does not accept credit card payments.
- 8.6 Inclusion in any tour or tour program is subject to the payment of stipulated deposits and interim payments and the required deposits and payments being made by the due dates advised. Withdrawal penalties will apply to Tour Member/s late payments.
- 8.7 Dishonored cheques will result in Tour Member/s reservations lapsing, cancelled or forfeited, and possible exclusion from a specified tour or tour program.
- 8.8 Deposits, interim payments and final payments must be made by due dates. Due dates for payment will be initially advised at the time that deposits are made. These dates and the amounts of payment may change, subject to agents' conditions. The schedule of payments (and changes) will be advised.
- 8.9 Payments for travel related tour components (e.g. flights and cruises) are subject to the terms and conditions of the individual travel agents involved.

- 8.10 Final tour payments, unless scheduled otherwise, will be due 42-60 days prior to tour departure, pending the terms and conditions of agents involved.
- 8.11 Where a Tour Member/s withdraws for any reason (including accident, medical emergency, natural disasters, civil unrest, terrorism and acts of God) from a tour or tour program, before departure of the tour, financial penalties will be imposed by CATW and/or its agents external to CATW and acting on behalf of CATW.
- 8.12 In the matter of refund from travel components, CATW waives all responsibility for refund and compensation to the travel agents and agencies involved with the specific travel components.

PART NINE - PAYMENTS FOR OUTSTANDING OR ADDITIONAL TOUR SERVICES

- 9.1 In the event that additional services (e.g. additional group transport, additional sightseeing components not on final tour itinerary) are required by a group whilst on tour, these services must be paid for by the leading representative of the tour group, at that time.
- 9.2 A Tour Member/s who extends their tour itinerary or schedules through our associate travel agents can make those arrangements personally with the agent/s, and make their additional payments directly to the associate travel agency.
- 9.3 All additions and alterations to the main CATW tour program must be finalized prior to departure and designated booking deadlines determined by the relevant agency. Tour programs can not be altered once a CATW tour has commenced.

PART TEN - RECONCILIATION COSTS AND PAYMENTS

- 10.1 CATW, it's agents and travel agents, local and international, reserve the right, as seasonal rates and costs, economic and financial trends, and international currency exchange rates fluctuate or increase, to pass cost increases (and savings), additional to the initial or quoted tour costs to Tour Member/s.
- 10.2 Currency exchange rate increases or decreases apply up to the time that final payments are received from ALL tour members and by all agencies involved with any specified CATW tour.
- 10.3 In the case of a currency exchange rate (CER) increase, (i.e. a higher value of the Australian Dollar against a specific international currency), a pro rata refund will be due to Tour Member/s who have fulfilled their final and total payment obligations. If the CER increase has been gradual, over a period of time, the amount of refund will be calculated on the average exchange rate, over the applicable period of time.
- 10.4 In cases where CATW has received full payments, and holds amounts to be paid to international agents whilst on tour, and international agents have increased their costs within the terms of their conditions, and above the advised amount of final and full payment, CATW reserves the right to

cancel an applicable on-tour payment component and refund pro rata amount/s to Tour Member/s. Tour Member/s will have the individual option to make up any discrepancy for any shortfall for a required on-tour payment, to avoid the cancellation (and subsequent refund) of a specified tour component.

PART 11 - PAYMENTS TO CATW BY SCHOOLS AND INSTITUTIONS

- 11.1 CATW is the legal sole operator of its company's tours and programs.
- 11.2 All tours and programs including "Approved" School and DECS tours are always solely operated by CATW.
- 11.3 There is no difference or disadvantage for a Tour Member/s regardless of a CATW tour having been classified by DECS as an "Approved" tour or "Private" tour.
- 11.4 Tour Member/s tour payments paid to schools and institutions, on behalf of a Tour Member/s are for the purpose of payment for tour and travel components and services and the sole property of the CATW.
- 11.5 Payments, deposits and funds due to CATW must be paid prior to the advertised due date as specified by CATW.
- 11.6 Penalties and compensation will be sought from the School/Principal and institution if a Tour Member/s is in any manner disadvantaged, financially or otherwise, as a result of late tour payments or mismanagement of said tour funds.
- 11.7 It is deemed to be illegal for Schools/Principals and their governing bodies to threaten and/or withhold tour payments and funds. Payments and funds held by Schools/Principals must be released without condition on demand and immediately.
- 11.8 Where a tour or program is presented by DECS representatives as an "Approved" tour and then reclassified as a "Private" tour, CATW accepts no responsibility and the conditions outlined in *Terms and Conditions for Tour Members* apply to the fullest of force and all Tour Member/s will be liable to pay any outstanding amounts that CATW has due to its agents as a result of organizing that tour. Similar arrangements remain in force should an individual Tour Member/s cancel their inclusion in a CATW tour or program.
- 11.9 Schools/Principals and their governing bodies must abide by the CATW Terms and Conditions for Tour Members.
- 11.10 Schools/Principals and their governing bodies are not permitted to determine or withhold any amount of refund, in the event of a Tour Member/s seeking to withdraw or cancel their tour or program, irrespective of the tour or program being of "Approved" or "Private" status.

- 11.11 If refunds are applicable, the amount will be calculated and solely determined by CATW and upon no other criteria for refund.

PART TWELVE - COSTING

- 12.1 Quoted costs are based on information available at the time of quote and are subject to change. Final tour costs are subject to the size of the tour group at time of departure, cost increases of external agents at any time and exchange rate fluctuation of the Australian Dollar with applicable international currencies.
- 12.2 CATW reserves the right to vary the cost, vary the duration of the tour or to cancel the tour in the event that the number of fully paid Tour Member/s is less than the stipulated number of Tour Member/s at the time of quoting a specified tour and tour program.
- 12.3 Tour program costs cover the following only; return international airfare, departure taxes, short and long tour duration costs, additional flight sectors per specified itinerary (and if applicable), hotel accommodation, charter coach transfers and transport per itinerary and schedules, admissions to tour features (as specified), classes, workshops, tuition, instruction, studio and performance venues, rentals and charges, all fees, commissions, service taxes and gratuities, meals only as specified, program and itinerary directed and conducted, guide services as required.
- 12.4 Tour program cost exclusions; passport and visa costs, additional charters and transport whilst on tour, meals where not specified, spending money, promotional material, travel, medical, hospital, property and personal liability insurances.

PART THIRTEEN - PROGRAM AND ITINERARY CHANGES

- 13.1 All tour programs are conducted under the sole direction and control of CATW and its representatives.
- 13.2 CATW reserves the right to make tour itinerary and program changes at its discretion and in the best interests of the tour, tour program and tour group.
- 13.3 Once on tour an adult Tour Member/s may vary their individual or immediate families tour itineraries at their own cost at the sole discretion on CATW and its representatives for reasons including, but not limited to illness, visiting relatives and friends, special needs.
- 13.4 While on tour an adult Tour Member/s may suggest a reasonable change to the CATW tour or tour program. The CATW representative may consider a change should it benefit the majority of the tour group. In any circumstance, the CATW representative is not obliged to disclose the reason for non-acceptance or non-compliance with a tour member's request.
- 13.5 Tour Member/s will not to make any itinerary or tour program changes on behalf of themselves or other tour members (e.g. change a bus schedule, change the bus pick up point for a scheduled

tour, delay a bus schedule, extend a bus charter/schedule) without consultation with a CATW representative as per 13.4.

- 13.6 Family groups with minor aged children in their care can extend their tour (pre tour or post tour) as the conditions of their group and pre booked airfare will allow.
- 13.7 Individuals, over 21 years of age, can extend the duration of their tour if the booking conditions of their group flight/travel arrangements and reservations will allow.
- 13.8 Large tour groups may be required to travel on more than one airline flight or carrier. Such groups will be coordinated to assemble and meet at designated destinations. Every endeavor will be made to seat family and chaperoned members and groups together on split flights. CATW will co-ordinate the arrival of split flights so that the tour group can reassemble at specific destinations and resume their full/main tour group itinerary.
- 13.9 Tour Member/s choosing to cancel a pre-paid, predetermined tour, excursion or tour component (pre departure or whilst on tour) will not be entitled to a refund.
- 13.10 A Tour Member/s who is late in meeting predetermined transfer, transport and travel schedules and placing the tour group's itinerary and activities at risk of forfeiture or cancellation (or additional cost) will be deemed as absent and will be left behind. The main tour group will continue to follow set tour itineraries as scheduled, excluding missing parties.
- 13.11 Tour Member/s and parties who miss their scheduled transfer, transport, flight or cruise forfeit their right to any refund for lost or forfeited tour components. Any cost incurred by absent parties as a result of missing their transport, travel, flight or cruise connections will be at the Tour Member/s own cost and will not hold CATW liable for any refund, rebate or compensation as a result of being late to a predetermined schedule.
- 13.12 CATW will attempt at their sole discretion, with reasonable regard to circumstances, safety and cost factors for all parties, advise and/or arrange alternate measures to assist absent or late parties with matters relating to alternate transport arrangements while on tour.

PART FORTEEN - TEMPORARY GUARDIANSHIP AND SUPERVISION OF UNACCOMPANIED MINORS

- 14.1 CATW's Authorisation of Temporary Guardianship of Minors Application is compulsorily for a Tour Member/s under the age of 18 years traveling without a legal parent/guardian.
- 14.2 Tour Member/s under the age of 18 years of age who are unaccompanied without an immediate adult family member/s on tour must arrange for an adult supervisor/chaperone/carer to accompany and provide duty of care for you whilst on tour. Written parental permission for such person/supervisor/chaperone to undertake this role as per the CATW Authorisation of Temporary Guardianship of Minors Application must be filled in by the touring adult temporary guardian and a

legal parent/guardian. Written documentation must be witnessed by a certified Justice of the Peace (JP).

- 14.3 A Tour Member/s under the age of 18 years must be supervised by their temporary guardian at all times whilst on tour. Minors must have written permission/consent and consult, in agreement with CATW, with the minors legal parent guardian with regard to welfare, duty of care, supervision, transport, cost, schedule, return to the tour group. CATW may refuse such guardianship without having to give reason.
- 14.4 Temporary Guardians must also provide (for various bodies including, but not limited to, Immigration, airline authorities, law enforcement agencies), a similar written document to state that they consent to being the supervisor/chaperone/carer and will provide welfare and appropriate care and supervision for the minor under their care. Consent and approval must be witnessed by a certified Justice of the Peace (JP).
- 14.5 If requested and agreed, the Temporary Guardian for minors on tour may be a CATW representative.
- 14.6 There is no age restriction for adult Tour Member/s, but certification by a medical practitioner of the Tour Member/s being in good health may be required. Appropriate travel, medical, hospital and liability insurance is compulsory.
- 14.7 Tour Member/s under 5 years of age cannot be eligible for a CATW Authorisation of Temporary Guardianship of Minors Application.
- 14.8 Tour Member/s under the age of 7 years may not be permitted to perform at some venues (on performing arts tours) due to the conditions of the venue management.
- 14.8 Tour Member/s 18-20 years of age will not be permitted to consume alcohol whilst on tour. NOTE: Legal drinking age in USA and Europe is 21 years.
- 14.9 At the discretion of CATW minors may be subject to curfews (a pre determined time restriction on tour activities and confinement to accommodation and/or hotel, in the interests of safety and care).

PART FIFTEEN - ROLES OF GROUP PRINCIPALS, DIRECTORS, TOUR LEADERS, TEACHERS, SUPERVISORS, CHAPERONES, CARERS, ADULTS

- 15.1 CATW tours and tour programs are primarily for youth and student educational groups. Parents, chaperones, carers and specified adults are invited to accompany a specified tour group and participate in the activities and care for minor aged tour members.
- 15.2 All Parents, chaperones, carers and specified adults are required to acknowledge that CATW has overall and overriding responsibility for the conduct of its group tour programs and all Tour Members participating in any CATW activity.

- 15.3 All Parents, chaperones, carers and specified adults will comply with all reasonable directions of CATW and its representatives conducting CATW tours and tour programs and support minor aged tour members, provide the fullest duty of care, promote the objectives of their tour group and uphold the professional reputation and tour conditions of CATW.
- 15.4 All Parents, chaperones, carers and specified adults, with students, minors, unaccompanied minor tour members, their own children and tour members under 18 years of age, must be responsible for contributing to the care, welfare and safety and all matters relating to duty of care of the above mentioned at all times, whilst participating in CATW tours and tour programs subject to clause 15.2.
- 15.5 All Parents, chaperones, carers and specified adults, are not responsible for addressing any minor aged Tour Member/s unless they are directly responsible for them under the CATW Authorisation of Temporary Guardianship of Minors Application. All concerns, discrepancies and matters relating to acceptable standards of conduct and behavior for members of the public and other members of the tour group under the conditions outlined within the *Terms and Conditions for Tour Members* must be directed to a CATW representative to deal with as they see fit.
- 15.6 It is with expectation, that all parents, chaperones, carers and specified adults, will encourage positive attitudes to promote group harmony and act as appropriate role models for the tour group, overall and throughout the duration of the specified tour.
- 15.9 In circumstances where required, as a Temporary Guardian you may be required to stay with an ill or hospitalized minor aged Tour Member under your care, for an unknown duration as required, and provide the necessary duty of care. This responsibility and duty of care does include accompanying your legal minor home to Australia or a designated country prior to the completion of the tour, or post tour. All costs relating to and incurred by care, hospitalization, return or additional tour components, travel and transport are at the Temporary Guardian's own cost or by special arrangement between the Temporary Guardian and the minor's parent/guardian.
- 15.10 CATW will assist in making return travel arrangements in conjunction with its agents and on behalf of ill or hospitalized Tour Member/s.

PART SIXTEEN – FINAL ACKNOWLEDGEMENT

- 16.1 All CATW Tour Member/s including, but not limited to, Principals, Directors, Teachers, Leaders, Students, Parents, Carers, Temporary Guardians, must acknowledge that they have read and understand the Terms and Conditions outlined within this document relating to inclusion and participation in CATW tours and programs and its associate companies and agents tours.
- 16.2 In the case of a Tour Member/s being under the age of 18 years a legal parent or guardian must read and understand the Terms and Conditions outlined within this document. The parent or

guardian on behalf of the minor aged Tour Member/s must acknowledge that they have made the minor aged Tour Member/s aware of the Terms and Conditions of CATW and inclusion and participation in any of its tours and tour groups.

- 16.3 CATW reserves the right to take any action it deems necessary if a breach of its *Terms and Conditions for Tour Members* occurs.

DISCLAIMER

1. Tour Costs are Subject to Travel and Hotel Availability, Currency Exchange Rates, Tour Group Numbers, Itinerary Changes and Agents Increases and Surcharges, seasonal or otherwise, the unforeseen and circumstances beyond our control (including weather, traffic, accident, illness, delays & cancellations).
2. Airfares appearing on CATW Invoices are quoted by Itravel. Possible and subsequent increases are advised by Airlines and applied by Itravel. Classrooms Around The World have no connection with Airfares, nor receive any commission from such services.

EXECUTION

Tour Member

I _____ have read and understand the all of the above, and agree to comply with the standards and code of behavior set down in *Terms and Conditions for Tour Members*.

Signed:

Date:

____ / ____ / 2016

**FOR TOUR MEMBERS UNDER THE AGE OF 18, IT IS A REQUIREMENT THAT YOUR LEGAL PARENT /
GUARDIAN ALSO AGREE TO THIS DOCUMENT ON YOUR BEHALF.**

Legal Parent / Guardian of Tour Member:

I _____ have read and understand the entirety of the above information and as the legal carer of the above mentioned tour member, hereby acknowledge that I have made my child aware of the conditions, standards and code of behavior set down in *Terms and Conditions for Tour Members*.

Signed:

Date:

____ / ____ / 2016