

# Application Form



Please complete ALL sections of this form fully:

(All personal and health information collected by this form will be kept confidential as detailed in Section 3).

Section 1 - Personal Details:

**PLEASE PRINT CLEARLY**

First Name: (as on passport or birth certificate)	Student's E-mail Address:
Surname: (as on passport or birth certificate)	School Name:
Nickname or name known as: (if applicable)	Expedition destination:      Year of expedition:
Home Address:	Date of Birth:      Age:      Sex: Please circle ____ / ____ / _____      ____      M / F
	Valid Passport Number:
Postcode:	Expiry Date of Passport:
Home Telephone Number:	Passport country of issue:

## Section 2

Please answer ALL sections, circling the appropriate answer:

Is this the first time you have been away from home?	No/ Yes
Are you able to swim 50 meters unaided?	No/ Yes
Have you ever suffered from any of the following: Asthma / Epilepsy / Diabetes / Bed Wetting / Blackouts / Dizzy Spells / Fits of any type / Travel Sickness / Sleep walking / Migraine?	No / Yes (if yes, please detail below)
Have you any chronic or recurring ailments in your limbs?	No / Yes (if yes, please detail below)
Have you ever had back trouble?	No/ Yes
Have you ever experienced any type of heart condition?	No/ Yes
Do you suffer from any allergies such as Penicillin / Other Drugs / Any Foods / Other?	No / Yes (if yes, please detail below)
Do you or are you required to take any drug, tablet or medicine regularly or intermittently?	No/ Yes (if yes, please detail below)
Have you ever suffered from any form of: psychiatric or psychological illness/ depression/ eating disorder?	No/ Yes (if yes, please detail below)
Do you have any objection to any form of treatment? e.g. vaccination or blood transfusion?	No / Yes (if yes, please detail below)
Do you have any dietary requirements, e.g.: Vegetarian, kosher?	No/ Yes (if yes, please detail below)

## Section 3

Please set out on a separate sheet if necessary, any other matters, ailments, medical conditions or individual or family circumstances that are not covered by the above questions which may be relevant in helping World Challenge ensure the safety of the Challenger, bearing in mind that World Challenge has to draw up the plans and organise the logistics for each program.

Such information can have an effect on the these logistics, other team members, the program and the expedition as a whole if additional measures required have not been catered for or protected against before the departure of the expedition.

In order to obtain insurance for you during the expedition, World Challenge will have to pass the information you have provided in Sections 2 and 3 to its insurers and medical advisers. Please sign overleaf to agree to your details being used in this way. Unless we have your agreement to collect and use your data, World Challenge cannot process your application. World Challenge Expeditions will not use this information other than for the reasons set out above and shall not forward this information to any other third parties without first obtaining your consent.

Section 4

Family Information: **PLEASE PRINT CLEARLY**



Parent Name & Title – Mother:	Mother’s daytime Telephone Number:
Mother’s Address:	Mother’s E-mail Address:
Parent Name & Title – Father:	Father’s daytime Telephone Number:
Father’s Address:	Father’s E-mail Address:
Legal Guardian Name & Title (if applicable):	Guardian’s daytime Telephone Number:
Legal Guardian’s Address:	Guardian’s E-mail Address:
NAME & ADDRESS FOR ALL CORRESPONDENCE:	

Section 5

Please circle one or more of the below options that you find most appealing about a World Challenge expedition:

- a) The experience
- b) Overseas travel
- c) Project work
- d) Leadership opportunities
- e) Challenge
- f) Trekking
- g) Culture
- h) other \_\_\_\_\_

In 25 words or less, please state what you wish to get out of your World Challenge program:

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Section 6

**Declaration by Parent and Challenger of acceptance of Booking Conditions:**

“To my knowledge the details on this form are true and accurate. I have read, understood and accept the Booking Conditions which have been supplied to me and I apply for a place on a World Challenge program culminating in an expedition overseas as detailed in Section 1 of this form. Specifically, I accept that all cancellations, alterations and refunds from the program will be in accordance with Section 6 of the Booking Conditions. In addition I understand that participation in the overseas component may also be subject to medical clearance.”

**Endorsement by Challenger (Student): BOTH THE CHALLENGER AND PARENT/GUARDIAN MUST SIGN BELOW**

**Signed:** \_\_\_\_\_ (Signature of Challenger) **Date:** / /

**Endorsement by a Parent or Legal Guardian:**

**Signed:** \_\_\_\_\_ (Signature of Parent / Legal Guardian) **Date:** / /

**This Form should be brought to the team Launch Meeting with your first instalment payment to secure your place in the program and given to your Program Facilitator at the Meeting OR posted directly to World Challenge P/L.**

# BOOKING CONDITIONS

## 1. INTERPRETATION

- 1.1 **"Bank Bill Rate"** means the Bank Bill Swap Reference Rate published in the Australian Financial Review (or any other financial newspaper replacing that newspaper).
- 1.2 **"Challenger"** means the person who is participating in a WCE Program.
- 1.3 **"Departure Date"** means the date on which the Challenger departs from Australia at the start of the Expedition.
- 1.4 **"Expedition"** means the expedition referred to in clause 1.9 and includes any substitute expedition offered under clause 6.3.
- 1.5 **"Force Majeure"** means unusual and unforeseeable circumstances beyond the control of WCE, the consequences of which could not have been avoided even if all due care had been exercised, including (but not limited to) events such as war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion at airports, terrorist activity, natural or nuclear disaster, outbreak of disease or imposition of quarantine, fire and adverse weather conditions.
- 1.6 **"Major Change"** means a change of the Australian departure airport, a significant change in the itinerary destination or the length of the Expedition or a change in the scheduled time of departure or return by more than 12 hours.
- 1.7 **"Parent"** means the Challenger's parents or legal guardian.
- 1.8 **"Price"** means the price quoted in WCE's payment information sheet.
- 1.9 **"Program"** means the skills development Program including the planning preparation, training for and ultimately, participation in, a four (4) week expedition overseas.
- 1.10 **"WCE"** means World Challenge Expeditions Pty Ltd (ACN 104 769 584) registered office address at PO Box 58, Elwood, Victoria, 3184. Tel: 1300 728 568

## 2. ACCEPTANCE

- 2.1 The acceptance by the Challenger (or Parent on behalf of the Challenger if the Challenger is under 18) of WCE's offer of a place on a Program or the payment of the first instalment (see clause 5) give rise to a contract between the Challenger or Parent and WCE (the "Contract").
- 2.2 WCE intends the terms set out in these Booking Conditions (the "Conditions") to be included in the Contract. WCE strongly recommends that the Challenger and Parent read these Conditions carefully and inform WCE at the earliest opportunity at the address or phone number attached if the Challenger or Parent does not understand or agree with anything in the Conditions.

## 3. EXPEDITION

- 3.1 WCE will organise the travel arrangements in relation to the Expedition and will provide a leader or leaders as appropriate (the "Expedition Leader(s)") to assist the Challenger and the Challenger's colleagues during the Expedition.

## 4. PRICE

- 4.1 The Price quoted covers the cost of planning and carrying out the Program, all associated training courses and the Money Management Program.
- 4.2 The Price includes the cost of all specialist equipment, supplies, administration and travel (between the point of departure from Australia and the destination country, and within and between countries during the Expedition) except the following, for which the Challenger or Parent is responsible.
- (a) vaccination fees, costs of travel to the Australian departure point, cost of visas and related charges where applicable; and
- (b) the Challenger's own prescribed medical requirements and personal insurance, equipment and clothing.
- 4.3 WCE may increase or decrease the Price at any time up to thirty (30) days before departure where there has been a change in transportation costs or any government changes or introduces a tax, duty or levy which directly

affects transport costs incurred by WCE on behalf of the Challenger, including disembarkation and airport fees. WCE will bear the burden of the first two per cent (2%) of any change in Price. Changes in excess of two per cent (2%) may be charged or credited to the Challenger or Parent. If the Price is varied then the Challenger or Parent will have the rights set out in clause 6.3.

## 5. PAYMENT OF PRICE

- 5.1 Where the Challenger or Parent elects to pay the Price to WCE by direct debit of fixed instalments (the "Direct Debits") the following clauses (a) to (c) shall apply:
- (a) each Direct Debit is due in accordance with the Direct Debit Schedule enclosed which sets out the number of Direct Debits due, the amount for each and the dates on which they are due;
- (b) the balance remaining after payment of all Direct Debits is due no later than ninety (90) days before the Departure Date; and
- (c) where a Direct Debit is not received by the due date WCE may cancel the Direct Debit payment arrangements and the Challenger must then pay in accordance with the conditions in clauses 5.2(a) to 5.2(c) and any outstanding payments will be due immediately.
- 5.2 Where the Challenger or Parent elects to pay the price to WCE by instalments the following clauses (a) to (c) shall apply:
- (a) the first instalment is payable at the time of application for a place on the Program;
- (b) the second and third instalments are due on the dates and for the amounts specified in the WCE payment schedule; and
- (c) the balance is due no later than ninety (90) days before the Departure Date or upon WCE offering the Challenger a place on an Expedition, whichever is later (in the case of the latter, the first, second and third instalments shall also then be due).

- 5.3 A surcharge of 2.5% will be added to any payments made to WCE by credit card.

- 5.4 Failure to pay any payment on the due date will entitle WCE to charge interest at an annual rate of two per cent (2%) above the Bank Bill Rate calculated on a daily basis on the amount outstanding and to recover from the Challenger or Parent any costs or expenses incurred by WCE as a result of late payment.

- 5.5 WCE reserves the right to withdraw a Challenger from the Expedition if any part of the total Price is outstanding less than 90 days before the Departure Date. In this event, the Challenger or Parent shall be entitled to a refund in accordance with the table set out in clause 6.1 below. If in such a situation the amount actually paid to WCE by the Challenger or Parent falls short of the refund due to the Challenger or Parent then WCE will be entitled to recover such shortfall from the Challenger or Parent.

## 6. CANCELLATION, ALTERATION AND REFUNDS

- 6.1 Following payment of the 1<sup>st</sup> instalment, there is a 3 day cooling off period in which WCE will refund the entire 1<sup>st</sup> instalment less a \$90 administration fee if the Challenger withdraws. WCE starts to incur costs from the moment the Challenger's booking is made. Following this 3 day cooling off period, if the Challenger withdraws from the Program or cancels the Contract due to events which are the fault or willful decision of the Challenger or Parent (including, where the Expedition team is a school party, the Challenger is withdrawn from the Program by his or her school) or for any other reason beyond the reasonable control of the Challenger or otherwise, then the Challenger must pay WCE a charge as compensation for any expense or losses incurred by WCE as a result of the withdrawal or cancellation. WCE shall take all reasonable steps to keep such costs and losses to a minimum. Notice of cancellation or withdrawal must be made in writing to WCE and signed by the same person that signed the booking form. The closer the Challenger's withdrawal or cancellation to the Departure Date, the more costs WCE will have incurred and the lower the likelihood of finding a suitable person to replace the Challenger. The amounts the Challenger will be entitled to receive by way of refund will be calculated using the table set out in the below column and WCE will notify the Challenger of the amount following receipt of cancellation or withdrawal notice. In certain circumstances the airline or other carrier will also apply cancellation charges which must be paid by the Challenger. Details of these will be provided to the Challenger where applicable.

Time before Departure Date written notice of withdrawal received in accordance with clause 6.1	% of total Program Price payable by the Challenger and/or retained by WCE
less than 15 days	100%
less than 1 month	95%
less than 2 months	90%
less than 3 months	80%
less than 4 months	65%
less than 5 months	60%
less than 6 months	55%
less than 7 months	50%
less than 8 months	45%
less than 9 months	40%
less than 10 months	35%
less than 11 months	30%
less than 12 months	25%
less than 14 months	20%
less than 16 months	15%
less than 18 months	10%
less than 20 months	5%
more than 20 months	0%

### 6.1.1

If a Challenger withdraws from the Program as a direct result of one of the following events then, provided the Challenger or Parent provides clear and satisfactory written evidence of the event to WCE's satisfaction, then WCE shall refund to the Challenger any sums paid to WCE towards the price of the Program less an administration charge as follows:

Time before Departure Date written notice of medical withdrawal received in accordance with clause 6.1.1	WCE administration fee applicable (ie. retained by WCE)
Medical withdrawal within 6 months of departure, (excluding flight & in-country pre booking cancellation costs)	\$750
Medical withdrawal within 6-12 months of departure	\$500
Medical withdrawal more than 12 months before departure:	\$250

#### Medical withdrawal constitutes:

The Challenger's accidental bodily injury, illness, compulsory quarantine, summoning to jury service or witness attendance in any court. The death or serious illness of a close relative (parent or sibling) which necessitates the presence of the Challenger in their country of residence. The death of the Challenger (in which case the parent or next of kin shall provide the evidence). In the case of injury or illness, a doctor's certificate will be required and WCE reserves the right to assess the condition 60 days prior to departure before making a final decision. The provision of such medical certificates will be at the Challenger's expense.

#### Pre-existing conditions:

Please note that pre-existing conditions will only be covered by the above if the condition has suddenly and unexpectedly deteriorated to a degree that renders the Challenger unfit to travel and where such deterioration could not have been reasonably foreseen at the time of application. Following the request of medical clearance by WCE for a pre-existing medical condition, Challengers have 30 days to obtain this medical clearance and provide WCE with the requested documentation. If a Challenger fails to provide WCE with the requested documentation within this 30 day period and subsequently withdraws from the program due to the pre-existing medical condition in question, they will be entitled to a refund in accordance with the table in clause 6.1. However, if the Challenger does withdraw within this 30 day window due to the pre-existing medical condition not being cleared, they will be entitled to a full refund of their 1<sup>st</sup> instalment less a \$90 administration fee. The Parent or Challenger must provide clear and satisfactory written evidence of the condition not being cleared to WCE's satisfaction.

6.2 From time to time it may be necessary to make changes to, or to cancel the Expedition after WCE has accepted the Challenger's booking, whether for reasons of safety, due to Force Majeure or otherwise, and WCE reserves the right to do so. Most of these changes will be minor and WCE will notify these to the Challenger as soon as reasonably practicable before the Departure Date. Occasionally it may be necessary to make a Major Change (as defined in clause 1.6 above). WCE also reserves the right at any time prior to the Departure Date and without prior consultation with the Challenger to notify the Challenger in writing that the Challenger's Expedition will be merged with one or more other expeditions. This may occur if the Challenger's Expedition team is not of an adequate size (due, for example, to other Challenger's cancellations) and may result in a change to the planned destination. The Challenger will be notified in writing of any such decision as soon as reasonably practicable. If the changes to the Expedition amount to a Major Change then the Challenger or Parent must notify WCE as soon as possible whether they wish to accept the change or cancel the Contract and will have the rights set out in clause 6.3.

6.3 Where WCE has to cancel the Contract for any reason other than the Challenger's or Parent's fault, or where the Challenger elects to cancel the Contract rather than accept a Major Change, the Challenger is entitled to:

- (a) a substitute Expedition of at least equivalent value (subject to availability); or
- (b) a substitute Expedition of lower value (subject to availability) and a refund of the difference in price between the original and the substitute Expedition; or
- (c) a refund of the sums paid under the Contract in accordance with the table in clause 6.1. For the avoidance of doubt, the Challenger will only be entitled to a refund in circumstances where, at the relevant time, the sums already paid under the Contract to WCE exceed the sums, as a percentage of the Price, that WCE is entitled to be paid and/or retain under clause 6.1.

6.4 If you accept a Major Change, or if the Contract has been cancelled other than by reason of the Challenger's or Parent's fault, then in addition to any refund, WCE will pay minimum compensation in accordance with the table below. No compensation will be payable if the change or cancellation is due to Force Majeure.

Period before Departure Date that notice is given by WCE	Compensation per Challenger
less than 15 days	\$75
less than 1 month	\$50
less than 2 months	\$25
More than 2 months	\$0

## 7. EXCLUSION AND WITHDRAWAL

7.1 Whilst an Expedition is in progress, all decisions relating to that Expedition shall be made by WCE (or the Expedition Leader on WCE's behalf). The Challenger shall act in accordance with all WCE's and the Expedition Leader's reasonable instructions.

7.2 WCE or the Expedition Leader may withdraw the Challenger from the Program at any time (including during the Expedition itself) if WCE or the Expedition Leader is of the opinion that the Challenger is likely to prejudice the good order, discipline or safety of the Expedition, including as a result of the Challenger breaking any law or regulation of any country where the Expedition takes place, PROVIDED that WCE exercises its discretion reasonably in this regard. The Challenger shall pay to WCE any costs, losses or expenses which WCE incurs or suffers as a result of the Challenger's behaviour described in this clause 7.2.

## 8. LIABILITY

8.1 WCE shall not be liable for any losses related to any business of the Challenger or Parent (such as lost profits).

8.2 WCE accepts responsibility for any death, bodily injury or illness caused to the Challenger as a result of the proven negligent acts and/or omissions of its employees, agents, suppliers and sub-contractors and their servants and/or agents while acting within the scope of, or in the course of their employment. WCE also accepts responsibility for any damage caused to the Challenger as a result of any failure to perform, or improper performance of the services WCE have agreed to provide the Challenger under this Contract, except where the act or omission causing the damage is not WCE's fault or that of its suppliers because:

- (a) such failure is attributable to the Challenger or another member of the Expedition team;
- (b) such failure is attributable to a third party unconnected with the provision of the services to be provided to the Challenger and is unforeseeable or unavoidable.
- (c) such failure is due to Force Majeure; or
- (d) of an event which could not be foreseen or prevented even with all due care.

8.3 Subject to the limitation of liability set out in clause 8.4, WCE's liability to the Challenger for any loss or damage which he or she may suffer (other than personal injury resulting from the non-performance or improper performance of the services involved with the Program) is limited to three times the Price of the Program.

8.4 Carriers (the providers of transport used by WCE) impose their own conditions of carriage which together with the provisions of certain international conventions, shall form part of this Contract and generally limit the liability of carriers. A copy of the conventions and conditions of carriage applicable to the Challenger's Program is available on request from WCE.

8.5 The Challenger must report to WCE at the earliest opportunity any problem with the Program that he or she perceives so that WCE can try to remedy any problem. WCE will not be liable for any complaint not reported by the Challenger unless there is a valid reason for the failure to report.

8.6 The parent confirms that they are aware:

a) of the challenging nature of this program, the environment that challengers will be placed in during the expedition and the inherent risk associated with this. I have read and fully understand the WCE Student Parent Handbook and have been provided with all the relevant information by WCE to make an informed decision about the Challenger's participation in the program. I acknowledge the element of risk which is inevitably linked to participation in such a program and travel in the developing world.

b) that is my responsibility, prior to the departure of the expedition, to be informed of the inherent risks of travelling in the expedition destination as specifically detailed in the travel advice section of the Australian Department of Foreign Affairs and Trade website located at: [www.smarrtraveller.gov.au](http://www.smarrtraveller.gov.au)

b) that the transport systems and the accommodation that Challengers will utilise are typical of developing countries and therefore may be of a much lower standard than those found in Australia.

c) that the communication device (Emergency Positioning Indicating Radio Beacon or EPIRB) carried by the Expedition Leader in-country is a one way transmitting device which can be activated in an emergency notifying the WCE operations centre that outside assistance is required. Response times will vary according to circumstances and could extend beyond 24 hours.

## 9. HEALTH

9.1 Unless informed otherwise in writing WCE will assume that the Challenger is in good health and the Challenger or Parent is not aware of any reason why the Challenger may be particularly unsuited to taking part in the expedition or may be likely to suffer illness or injury during the Expedition, taking into account the challenges and purposes of the Expedition.

9.2 The Challenger and Parent confirms that he or she completed the application form fully and accurately and must inform WCE as soon as possible if any relevant circumstances change before the Departure Date.

9.3 Except as disclosed in writing to WCE, the Challenger or Parent is not aware of any reason why the Challenger may have difficulty entering any of the countries covered by the Expedition.

9.4 Where the Expedition Leader is unable to contact the parent or it is otherwise impracticable to do so, the parent authorises the Expedition Leader to consent to the Challenger receiving medical or surgical attention as may be deemed necessary by a medical practitioner or administer such medical treatment as the Expedition Leader may judge to be reasonably necessary.

9.5 If the information given by the Challenger or Parent on the application form or under this clause 9 is incorrect and WCE discovers that the correct information affects the Challenger's suitability to take part in the Expedition, WCE may terminate the Contract and withdraw the Challenger from the Expedition at the expense of the Challenger or Parent, PROVIDED that WCE exercises its discretion reasonably in this regard. In this event, the Challenger or Parent shall be entitled to a refund as set out in the table in clause 6.1 above.

## 10. DOCUMENTS AND COMPLIANCE

10.1 The Challenger is responsible for obtaining and having available the necessary documents (including passport and visas) enabling him or her to participate in the Expedition and shall comply with all local legislation and regulations of the countries in which the Expedition takes place (including immigration, customs and currency exchange). The Challenger or Parent shall pay WCE for any loss or expense which WCE may incur or suffer as a result of breach of this clause 10 by the Challenger or Parent.

## 11. INSURANCE

11.1 WCE's policy is to hold insurance cover in respect of, among other things, all costs associated with casualty evacuation and emergency medical requirements during the Expedition. The Challenger should ensure that satisfactory arrangements are in place for the insurance of any personal belongings and other risks not covered by the WCE insurance policies.

## 12. ADDITIONAL INFORMATION ABOUT THE EXPEDITION

12.1 All meals will be provided from the point of departure from Australia until the point of arrival back in Australia at the end of the Expedition.

12.2 It is a key part of the Program that both prior to and during the Expedition, the Challenger will work with WCE staff, the Expedition Leader and other Challengers in his/her team to plan the itinerary for the Expedition. As a result of the nature of and the length of time required in planning all WCE expeditions, WCE is not in a position at the time of Contract to confirm the operators, aircraft flight number, exact Departure Date, airports or itinerary. These details will be planned by the Challengers and WCE as part of the Program and once they are agreed the Challenger (if he or she then wishes to withdraw from the Expedition) will, within fourteen (14) days of being provided with such information, have the options set out in clause 6.3

## 13. GENERAL MATTERS

13.1 Either party may transfer the benefit of the Contract to a third party provided that such third party satisfies the conditions applicable to the Program (including, in the case of a replacement for the Challenger, having had sufficient training under the Program) and reasonable notice is given to the other Party of this transfer in advance of the Departure Date.

WCE may sub-contract any of its obligations under this Contract provided that the rights of the Challenger or Parent are not adversely affected as a result.

13.2 If any of the Booking Conditions is found by any court or other competent authority to be wholly or partly unfair or unenforceable, the validity of the rest of the Booking Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.

13.3 WCE reserves the right to amend these Conditions without the prior approval of the Challenger due to Force Majeure. WCE will notify the Challenger as soon as reasonably practicable of any such amendment.

13.4 The information brochure is prepared many months before the Programs commence and although every effort is made to ensure complete accuracy, it is inevitable that some of the prices or details may have changed since the brochure was printed. WCE will inform the Challenger of any changes that it becomes aware of.

13.5 This Contract is governed by the law of the State of Victoria.

