



Alliance Française

Sydney - Australie

IMMERSION TRIPS TERMS AND CONDITIONS

Please read these Booking Terms and Conditions (“Terms”) below carefully, which set out the conditions of the Immersion trip organised by Alliance Française de Sydney. By purchasing an Immersion trip, you agree to be bound by these Terms.

These Terms govern your relationship with Alliance Française de Sydney (**AFS**) and a binding contractual agreement is formed when you pay your deposit and we provide you with a written booking confirmation for your trip. At the time this contract is formed, you will be deemed to have read, understood and accepted these Terms.

These Terms are important and you should ensure that you read and understand them before you proceed with making a booking and paying the required deposit. These Terms cannot be varied except in writing by AFS.

All itineraries are sample itineraries only, intended to give you a general idea of the likely trip schedule.

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1. Introduction

An “**Immersion trip**” package includes French language courses, discovery excursions, tours, and/or activities at a French-speaking international destination. The package includes accommodation (hotel or homestay), activities and meals as set out in the Immersion trip package. However it does not include flights to and from Your destination or the cost of any other activities, meals or costs not expressly set out in the Immersion trip package. The specific details of what is included (and excluded) from each Immersion trip package is detailed on the AFS website at <https://www.afsydney.com.au/whats-on/new-caledonia-french-immersion/>.

You acknowledge and agree that AFS acts only as an intermediary facilitator to book Immersion trip packages directly with a reputable Service Provider, on Your behalf.

2. Definitions

“**AFS**” or “**We**” or “**Us**” means Alliance Française de Sydney.

“**Australian Consumer Law**” are set out in in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

“**Applicants**” means the persons interested in booking an Immersion trip package.

“**Booking Form**” means the form that will be emailed to You on receipt of Your deposit.

“**Claim**” means a claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

“**Force Majeure Event**” means any occurrence or omission as a direct or indirect result of which the party relying on it is prevented from or delayed in performing any of its obligations under this agreement and which is beyond the reasonable control of that party and could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, pandemic, epidemic, industrial action and action or inaction by a government agency.

“**Participants**” are persons who complete their registration process and pay the required deposit for an immersion trip.

“**Services**” means the Immersion trips independently created by Service Providers at their own discretion and responsibility as described on the AFS website.

“**Service Provider**” means one or more independent specialist tour operators/language schools that are not related to AFS.

“**You**” means the Applicants and the Participants.

3. AFS’s role

AFS acts as a facilitator to provide comprehensive language programs combined with discovery tours. You acknowledge and agree that:

- (a) AFS is responsible for arranging and making bookings on Your behalf with the Service Provider for such programs; and
- (b) The Services are otherwise not provided by AFS. The Services are offered by the Service Providers, including the language school(s), the accommodation providers, the transporters and any other suppliers and contractors, and all receipts, contracts and tickets issued by us are subject to the terms and conditions under which these Services are provided by these suppliers and contractors. A copy of these terms and conditions are provided on the AFS website at <https://www.afsydney.com.au/whats-on/new-caledonia-french-immersion/>.

To the maximum extent permitted under Australian Consumer Law, You agree that:

- (c) in the unlikely event that You need to make a complaint in relation to the Immersion trip, the Participant should immediately inform an AFS representative of such problems;
- (d) AFS is not liable to You for any losses that You suffer for matters that are not included in the Immersion trip package or as set out in these Terms (for example, flights) and that You will not claim or lodge any claim against AFS, whether this be directly or indirectly, for the purpose of any refund, credit, or other dispute in relation to such matters.

4. Eligibility

Participants must be a minimum of 18 years of age on the commencement day of the tour.

If You are affected by any condition, medical or otherwise, that might impair or affect Your or other people's enjoyment of the Immersion trip, You must provide AFS with full details on the Booking Form or by any other means. Participants are required to have a certain level of mobility: please carefully review the Immersion trip proposed activities detailed on the AFS website and to evaluate Your personal ability to take part. AFS will rely on Your assessment of Your own ability to participate in a trip and cannot guarantee that accessible accommodation and/or transport will be available for Participants with special needs on trips. AFS shall not be liable in case of the inability of a Participant to participate in an activity, and the non-participation in one or more activities shall not be subject to any compensation, refund or repayment.

AFS has unfettered rights to exclude a Participant or decline a booking request if AFS considers that a Participant may be disruptive or affect the enjoyment of other Participants. If AFS makes a decision to exclude a Participant or decline a booking request, it may refund to the Participant the deposit or any other moneys paid by the Participant to AFS and if this were to occur the agreement between the Participant and AFS in relation to the Immersion trip is immediately terminated. The Participant agrees that should this occur, it will have no Claim against AFS in relation to the Services or anything arising out of these Terms.

5. Conduct and Behaviour

Illicit drug use and alcohol abuse are not permitted. The Service Providers and/or the AFS reserve(s) the right to eject a Participant if one of them considers, at its sole discretion, that a Participant has breached acceptable Conduct Rules set out below.

If the behaviour of a Participant is considered likely to cause offence, danger, damage or distress to others, AFS reserves the right, in its reasonable discretion, to cancel or terminate the Immersion trip of that Participant at any time.

If such a situation arises, it will be considered a breach of these Terms by the Participant and AFS will cease to deal with that Participant. AFS will neither cover any additional expenses that may be incurred nor consider or accept any Claims for compensation or refunds whatsoever.

You are responsible for the cost of any damage You cause during Your stay. These charges must be met by You before the end of Your stay (or as soon as possible once the charges are established) and may have to be paid locally.

Because of the potentially detrimental effect on the other Participants and our Service Providers, AFS has outlined the conduct rules that You must undertake to follow during Your trip. Agreement with the Terms includes an agreement to abide by the following conduct rules.

Conduct Rules

- 1) You must act with care and common sense, and You must not do anything that may risk the safety and/or security of Yourself, any other Participant, or any other person.
- 2) You must not behave in a way that is disruptive, harassing, threatening, abusive or violent or which causes or is likely to cause danger, injury, distress, disruption or annoyance to others or damage to property.
- 3) You must not conduct Yourself in a way which is incompatible with other Participants' general enjoyment and well-being, and which brings AFS or the Service Provider into disrepute or negatively affects their professional reputation.
- 4) You must not take, carry, purchase, attempt to purchase, accept, use or supply any other person (including any other participant) with any:
 - a. excessive amounts of alcohol);
 - b. prohibited or restricted substances (i.e. drugs), other than prescription medication detailed below;
 - c. use dangerous goods, including (but not limited to) any weapon, explosives or toxic substances.
- 5) You must only take and use (in accordance with the relevant instructions) prescription medication that has been prescribed to You by a medical practitioner. You must not give Your prescription medication to another person, and You must not take or use any prescription medication that was not specifically prescribed for You.
- 6) You must comply with the reasonable directions of the AFS representative and/or any of its Service Providers.
- 7) More generally, You must be aware of and obey the applicable laws and regulations of the place/country in which You are travelling.

6. Limitation of Liability

To the maximum extent permitted under Australian Consumer Law, You agree that:

- (a) except in the case of death or personal injury caused by AFS' negligence, the liability of AFS under or in connection with this agreement whether arising in contract, tort,

negligence, breach of statutory duty or otherwise must not exceed the amounts You paid to AFS for the Services under this agreement;

- (b) neither party is liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill. For the purposes of this sub-clause, "consequential loss or damage" means any loss that does not arise naturally and according to the usual course of things as a result of a breach of this agreement or other event giving rise to such loss, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties at the time they made this agreement; and
- (c) AFS's liability for failure to comply with a consumer guarantee (being a guarantee applicable to the supply of goods or services which is incorporated into this agreement pursuant to division 1 part 3-2 of the Australian Consumer Law) is limited to, at the option of AFS, the supply of the Services (or part thereof) again if practicable or the payment of the cost to You of having the Services (or part thereof) supplied again.

7. Rates & Prices

Prior to You paying the full cost the Immersion trip, the rates and prices are subject to availability and change without notice. They can also be withdrawn or varied without any prior notice.

Sometimes, price changes may occur for matters beyond AFS's control, such as adverse currency fluctuations and price increases from our suppliers. These price changes could lead to price increases.

Final prices will be locked in and advised to You upon receipt of the full balance of Your payment, along with full passenger names.

A reservation will only be made once AFS has received from You all monies owing and has received a reservation confirmation from the Service Provider. If the Service Provider is unable to confirm the reservation, You may be offered an alternative choice of accommodation, which in some cases may be at an additional cost, for which AFS is not liable. Should You not be willing or in a position to pay the additional cost and You wish to cancel Your Immersion trip, please let us know and we will refund Your deposit and the monies You have paid towards the reservation. You acknowledge and agree that upon refund of Your deposit and the monies You paid towards the reservation to AFS, this agreement is terminated and You will have no further Claim against AFS.

The mentioned price for any Immersion trip package does not include anything not expressly stated as an Immersion trip package inclusion. For example, the Immersion trip package will not include airfares, travel insurance, internet charges (wifi and roaming charges), telephone calls, personal expenses, passport and visa-related fees, or baggage charges.

Unless expressly mentioned in the Immersion trip package inclusions, the mentioned price does not include meals at restaurants, any beverages and other travel arrangements not included in the trip.

8. Deposits & Final Payments

AFS will require You to pay a deposit of 30% of the proposed price (**Price**) (subject to change as detailed above in clause 7) to confirm Your booking. AFS reserves the right to change or correct any errors in the rates that are quoted or calculated or any omission made at any time during Your booking or when paying Your deposit and will notify You as soon as possible if any rates require a change or correction.

Paying Your deposit only holds Your reservation and does not guarantee that the final payment amount will not change due to circumstances beyond AFS's control, as referred to in clause 7). Your final payment must be paid no later than **13 June 2024**. Bookings will be cancelled if the balance is not paid in full by the due date. If Your booking is cancelled due to us not receiving the balance of the Price from You by the due date, we will refund to you your deposit paid minus a \$350 cancellation fee which we will withhold as our administrative fee for processing the cancellation.

The submission of a completed Booking Form or payment of any monies by You does not constitute the formation of a contract. A contract will exist between You and AFS when AFS confirms the booking of Your Immersion trip by dispatching a written confirmation to You.

9. Payment Options

Please note that we only accept payment by credit card. Any amount paid to AFS by credit card means that You agree that any dispute with the validity of the transaction will be taken up with Your credit card issuer. This also includes cases where a Service Provider fails to provide a service to You for any reason whatsoever.

AFS reserves the right to impose an administrative charge of up to \$30.00 per person for any payments that fail to reach us by the due date.

10. Cancellation Charges and Other Service Fees

If You cancel the booking for any reason, including but not limited to COVID-19 related matters such as a positive test, household isolation, etc., AFS will be unable to provide any refund to You unless AFS receives a refund of the amounts AFS has already paid to the Service Providers.

Any bookings that are cancelled by You will incur charges as applicable, and the Service Provider is entitled to impose cancellation charges, which can be up to 100% of the amount paid to them for the relevant service, regardless of whether travel has commenced. You acknowledge and agree that we will pass on those cancellation charges to You.

There is a lot of coordination required in arranging an Immersion trip. You may cancel Your booking, but You may have to pay cancellation fees. All cancellations must be made in writing to AFS, and repayments shall be subject to prior agreement by AFS. If agreed, AFS shall repay the paid monies, after deduction of the cancellation fees as follows:

- 90-61 days prior: 10%
- 60-31 days prior: 30%
- 30-16 days prior: 50%
- 15 days or less: 100%

AFS reserves the right to cancel an Immersion trip if a minimum number of participants is not achieved. In case of such a cancellation, the total paid monies shall be refunded to You. AFS shall not be liable for any costs that You may have incurred in the meantime. You acknowledge and agree that upon refund of Your deposit and the monies You paid towards the reservation to AFS, this agreement is terminated and You will have no further Claim against AFS.

11. Special Requests

If You have any dietary requests, allergies or any other special requests, please note these requests clearly on the Booking Form. AFS will do its best to meet any special requests made by You and to pass any reasonable requests on to the Service Provider or relevant supplier. While requests will be submitted to the Service Provider or relevant supplier, AFS cannot guarantee that the Service Provider or relevant supplier will fulfil the request except in relation to any special requests confirmed in writing by the Service Provider or relevant supplier.

AFS is not responsible for any injury You may suffer in relation to any dietary request being not met. It is Your responsibility to check with whomever will be providing You meals and food that Your dietary requests have been met.

AFS makes no representation that any of its staff, volunteers, agents or Service Providers will have any medical training or will have any medical equipment on hand in the case of a medical emergency.

12. Health and Safety

Your personal safety is of paramount importance to AFS, and therefore, it is imperative that You advise AFS at the time of booking of any condition, medical or otherwise, that might affect You or any other person's enjoyment of the Immersion trip. You will be sent a Booking Form in which any relevant information must be noted.

13. Flight Schedule Changes

It is Your responsibility to arrange air travel to and from the destination and to ensure that Your flight is departing at the time specified and that the flight times have not changed. You are asked to inform AFS as soon as You are informed of any change in the flights. You acknowledge and agree that Your transfer to and from the airport to and from Your accommodation at arrival and departure may no longer be provided if You are not available to board the transfer arranged by AFS at the time and location advised to You by AFS. In such cases of flight rescheduling or cancellation by Your airline, AFS shall not accept any responsibility for any additional costs that You may incur as a result of this and You will need to arrange for a transfer to and/or from Your accommodation at Your own cost.

In case of major changes in the arrival or departure time, AFS, in consultation with the Service Provider, reserves the right to make alterations to the Immersion trip program both before and after any booking has been confirmed. In such circumstances, AFS will inform You as early as possible.

Please note that people who choose a host family pack must arrive before 4pm at the location of the host family if they wish to spend their first night at their family's place. Otherwise, we cannot guarantee Your accommodation for the first night.

14. Travel Insurance

AFS will not provide any insurance coverage to You in relation to Your Immersion trip. As an essential condition of this Term, **You must obtain Your own comprehensive travel insurance** (a mandatory requirement). It is a condition of Your booking that, prior to the departure, You will obtain adequate travel insurance to cover accidents, injury, illness, death, medical expenses, including pre-existing medical conditions, emergency evacuation, repatriation, trip cancellation or interruption, loss or damage to baggage and personal effects and travel delays. AFS reserves the right to ask a Participant to produce a copy of (or details of) of their travel insurance coverage on request.

All baggage and personal property are Your own responsibility at all times.

Subject to Your insurance coverage and policy, You may be able to file a claim to be reimbursed for any administrative fees and cancellation penalties assessed from Your travel insurer. Travel insurance claims will be determined solely by the insurance company, not by AFS.

Service Provider cancellation fees can be up to 100% of the trip cost. No-shows are nonrefundable. AFS reserves the right to treat as cancelled any travel arrangements that are not paid by the date of final payment. In this event both supplier cancellation fees and AFS' cancellation fees will apply. If a passenger cancels after the initial deposit is placed, AFS will impose a per person cancellation fee.

15. Travel Documentation

Please ensure that You keep Your travel documents in a safe place. It is Your responsibility to keep these documents safe and ready for Your travel.

If You lose any of Your documentation, You agree that this is Your responsibility and that AFS will not be held responsible for it. You will be responsible for settling any charges associated with re-issuing any documentation. Please also ensure that the correct information is given at the time of booking, as any errors with names, dates, etc., may result in Your documents being cancelled or unusable. Should You become aware of any such errors, please advise AFS immediately. AFS reserves its right to charge an administration fee of up to ~~\$XX~~ \$350 in respect to each instance where a change in name or date is requested.

16. Passports and Visas

Passports and visas are Your responsibility. Be aware that strict requirements are enforced by airlines and that Your failure to adhere to these requirements will result in losses or additional expenses for You, including name change fees after ticket issue, ticket cancellation or rerouting at a higher airfare at Your expense. The passenger's name booked must be exactly as shown in their passport. You must ensure that all relevant visas are obtained prior to departure and that any eventual re-entry permits are obtained. The passport expiry date must not be under six (6) months from the date of return to Australia.

17. Vaccinations

While AFS will endeavour to reconfirm any new health requirements at the time of booking, it is Your responsibility to check with Your doctor at least two months prior to travel for the latest requirements, recommendations and any costs.

There is a risk of exposure to COVID-19 in any public place where people are present. You acknowledge that You are voluntarily assuming all risks related to exposure to COVID-19 when travelling on the Immersion trip, and AFS do not assume any liability should You contract COVID-19 when travelling to and from the destination, or during the Immersion trip itself.

18. Baggage

Please check baggage allowances applied by the airline prior to travel. Baggage allowances vary depending on the airline and destination, and it is Your responsibility to ensure You know the correct allowance for Your trip.

19. Monies not held in trust

All monies that You pay to AFS will be payable to the Service Provider once the service has been confirmed. You agree that AFS holds monies to pay the Service Provider and, as such, can place this in any bank account at AFS's discretion for the necessary purpose.

20. Force Majeure and applicable laws

Neither AFS nor You has any liability under or may be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from a Force Majeure Event.

The party affected by these circumstances must promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

If such circumstances continue for a period of time determined by AFS acting reasonably, either Party may terminate this agreement by written notice to the other party.

AFS cannot accept responsibility for subsequent changes or withdrawal of prices, details or Services that are subject to change without notice and independently of its decision or will.

This contract is governed by the law of New South Wales, Australia.

Certain legislation, including the Australian Consumer Law and similar consumer protection laws and regulations, may confer You with rights, warranties, guarantees and remedies relating to the provision of the Services by us to You which cannot be excluded, restricted or modified (**Statutory Rights**).

If the Australian Consumer Law applies to You as a consumer, nothing in this agreement excludes Your Statutory Rights as a consumer under the Australian Consumer Law. You agree that AFS' liability for the Immersion trip is governed solely by the Australian Consumer Law and this agreement.

Subject to Your Statutory Rights, AFS excludes all express and implied warranties, and all material, work and services (including the Services) are provided to You without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

21. Privacy Policy

AFS is committed to protecting the privacy and confidentiality of our customer's personal information. Our Privacy Policy is outlined below.

Our Privacy Policy sets out what information AFS collects, how AFS collects it, and what AFS does with it.

Your information refers to information such as Your name, contact details, travel information, travel insurance coverage, preferences and special needs/disabilities/dietary requirements that You supply us or are supplied to us, including any information about other persons on Your booking relating to the same ("Your information").

Your information is collected when You request information from us, contact us (and vice versa) or make a booking with us.

You may request that AFS update Your information at any time to ensure that it is current, accurate and complete by contacting us at enquiries@afsydney.com.au.

For the purpose of providing You with our services, AFS may disclose Your information to our Service Providers, who operate outside of Australia, in France and other French-speaking countries. As such, the personal information collected from You in the course of delivering our Services may be transferred and stored in the country that the Immersion trip takes place.

In order for You to travel overseas, it may be **mandatory** (as requested by government authorities at the point of departure and/or destination) to disclose Your information for immigration, security and anti-terrorism purposes or any other purposes which they determine appropriate.

By booking with AFS, You also agree for Your insurers, their agents and medical staff to disclose **relevant** information (which may contain sensitive personal data) to AFS in circumstances where AFS needs to act in the interest of everyone in the group.

AFS may, from time to time, contact You with information on offers of goods and services, brochures, new products, forthcoming events or competitions. You will be given the opportunity on every e-communication AFS sends You to indicate that You no longer wish to receive our direct marketing material. You may indicate Your preference regarding receiving third-party direct marketing material. If You do not wish to receive such information or would like to change Your preference, please see below.

You have the right to ask in writing for a copy of the information AFS holds about You and to correct any inaccuracies in Your information. You have the right to ask in writing not to receive direct marketing material about our products and services.

You can manage or opt out of our e-communications by unsubscribing by using "unsubscribe email" link in any of our emails, or otherwise in writing to us. Once properly notified by You, AFS will take steps to stop using Your information in this way.

AFS has taken all reasonable steps to have appropriate security measures in place to protect Your information. Any changes to this Policy will be either posted on our website or brochure and/or made available on request.

Any likeness or image of You secured or taken on the Immersion trip may be used by AFS without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet. Please notify AFS on the Booking Form if You do not want Your image to be used by AFS for promotional or marketing purposes.