Mission Discovery Program Group Booking Form

FOR SCHOOL USE ONLY

Please return form to missiondiscovery@latitudegrouptravel.com.au

I, _____ (print name), _____ (print role) at school,_____ _____(print school name and address), contactable on_____(direct line) _____(email address) wish to make a group booking for my students for the 2018 Mission Discovery program at the University of Melbourne, Parkville campus from the 24th - 28th September 2018. Bookings will be allocated on a first-come, first-served basis.

I would like to book _____ places for students from years 7 - 10.

Based on this number the price per student will be (please tick)

- ☐ $771 + GST / student (Less than 20 students)
- ☐ $739 + GST /student (20+ students)
- ☐ $699 + GST / student (50+ students)

In order to secure this booking, please send me an invoice for the total cost of $ + GST

Payments must be made on receipt of an invoice from LGT and funds must be received into LGT's account no later than 14 days following the receipt of the invoice. If collecting monies from the individual students in your group and you have not received all of these monies for the full number for which you have booked, please be advised that part payments should be made to meet the 14 day deadline and confirm the places for those students that have paid. Please call LGT on (03) 9646 9200 or email missiondiscovery@latitudegrouptravel.com.au regarding your outstanding bookings and payments so that we may discuss the ongoing process. Places which have not been paid for within the terms and conditions are at risk of cancellation, however we would like to assist you as much as possible and can only do so if we speak with you about the outstanding payments.

Please tick the appropriate boxes:

- ☐ Teachers from the school will be chaperoning students. Number of chaperones (free of charge) _____
- ☐ Teachers from the school will be not chaperoning students. Students will be attending independently
- ☐ I am happy for students to be allocated a group for the program allowing them to interact with students from other schools
- ☐ I would prefer that students from my school are in grouped together and will provide groups
- ☐ I have read and agree to the terms and conditions
- ☐ I opt-in to receive further information about Mission Discovery and other relevant programs/tours
- ☐ I will ensure the permission/medical form is received from each student prior to attending the Program

Signed: _____ Date: _____

LATITUDE GROUP TRAVEL

Latitude Group Travel Pty Ltd
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MISSION DISCOVERY PROGRAM BOOKING CONDITIONS FOR MELBOURNE AND PERTH, INCLUDING TERMS AND CONDITIONS WHERE STUDENTS ARE COMING FROM A REGIONAL OR INTERSTATE LOCATION AND MAY REQUIRE TRAVEL ARRANGEMENTS - PLEASE READ CAREFULLY

PAYMENTS

The fees payable for the Mission Discovery Program are as set out in our website at the time that you book your place/s The fees are quoted in $AUD and are quoted exclusive of GST. You must pay the GST of 10% additional to the fees quoted on the website.
Any travel required by regional or interstate participants can be organised and booked by LGT and an itinerary and quote will be provided to you. Should you accept this quote and proposal, payment for this is required immediately upon acceptance of the proposal.
Amendments to your booking could be subject to a fee of $50
Individual Student Bookings: payments must be made immediately after you have reserved your place and tickets/receipts will be issued within 5 -7 days after the funds have reached LGTs accounts.
School Group Bookings: payments must be made on receipt of an invoice from LGT and funds must be received into LGT's account no later than 14 days following the receipt of the invoice. If collecting monies from the individual students in your group and you have not yet received all of these monies for the full number for which you have booked, please be advised that **part payments should be made to meet the 14 day deadline which will confirm the places for those students that have paid**. Please call LGT regarding your outstanding bookings and payments so that we may discuss the ongoing process. Places which have not been paid for within the terms and conditions are at risk of cancellation, however we would like to assist you as much as possible and can only do so if we speak with you about the outstanding payments.

Please note non-refundable payments listed under REFUNDS AND CANCELLATIONS.

RESERVATIONS

LGT will process bookings for the Mission Discovery Program on a first come, first served basis. If space is not available for one of your students or an individual student when your reservation is received, we will retain that payment and place the student's name on a waiting list until space becomes available or you request a full refund. The maximum number of participants for the program is 400. The minimum number for a Program to run is 250 students.

REFUND AND CANCELLATIONS

If a booking is cancelled, your right to refund is limited, as set forth below. All cancellations and refund requests must be submitted in writing and mailed or faxed to LGT's office. **NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS.**

LGT reserves the right to cancel a Mission Discovery Program 10 days prior to the start of the Program, due to a lack of numbers. In this eventuality either a place at a rescheduled event will be offered to you or a full refund will be issued and you will be notified about the next available program, should you wish to rebook at that time.

Should you cancel your booking, you will only receive your money back if LGT is able to replace your reservation with another, new booking. Should we be able to refund your money based on these terms and conditions, LGT will retain an administration fee of $75 per person and the balance will then be returned to you. Refunds will be issued wthin 60 days of the completion of the Mission Discovery Program – or earlier if possible, based on receipt of replacement bookings.

If a student fails to arrive for the first day of the Program, no refund will be granted and the student will be considered a no show, unless LGT is notified that the student is ill or unforeseen cicumstances have occurred and the student will attend the rest of the program. Should a student miss any other days of the program, no refund will be issued for any unattended days.

If a student is ill for the whole program or other unforeseen circumstances have occurred, the parent/guardian or school can request that the student be placed on a list for the next available program and can then attend that program, if they wish, at no extra charge. No refund is available for this student, but a place in the next program is guaranteed for them.

If a student is part of a group travelling to the program with arrangements made by LGT, any refunds must cover including but not limited to, any airfares, motor coach, hotel fees, admissions that have already been paid or charges that have been incurred by LGT. Additional fees may be charged as a result. Once cancelled, there is a $50 reinstatement fee plus any additional costs – on a space available basis. Refunds will be made within 60 days. We will endeavour to gain refunds for items that are prepaid apart from the Mission Discovery Program cost, unless we are able to replace the student. We will pass any refunds we are able to obtain back to you.

We will not refund any unused portion of your itinerary or the program.

TEAM MATES

Where the students are booked by a school or other organisation in a group, the students and the school co-ordinator can choose to either keep their students together or have their students mixed in with students from other schools. This choice is made on the booking form. If you choose to keep your students together, you are responsible for choosing teams and informing LGT of those teams prior to the first day of the Program (for the Melbourne Program on or before 01/09/2018) . LGT will only determine teams where individual bookings have been made or where schools have chosen to have their students mix in with students from other schools. LGT **DOES NOT** guarantee that the team mates of individual students will have the same standard of knowledge or ability. LGT will do its best to ensure that every team has 6 members, but cannot guarantee that this will be the case in all circumstances, as it will depend on numbers of individual students booked, as well as any school's group booking being divisable by 6, as well as the preparedness of any group to accept an individual student to make up its team numbers. If necessary there may be some teams with more than 6 team members and some with less. You will be advised if this impacts your school

DELAYS/CHANGES IN PROGRAM OR DATES

If you are travelling with LGT from a regional or interstate location to get to the Program the following applies:
Please note that LGT reserves the right to change the date of departure due to heavy demand and flight availability. Passengers acknowledge that these changes are not grounds for cancellation without penalty. Flight times are not guaranteed and may effect actual length of time in destinations. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with this agreement. Flight delays/cancellations are unfortunate but are an inherent risk in air travel and beyond the control and responsibility of LGT. LGT will work with the airline to attempt to re-accommodate the group. Flight deviations are not available on group air travel to attend Mission Discovery. Passengers must depart with the group, arrive with the group and depart from Melbourne with the group.

LGT reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip to and from the Mission Discovery Program.

Changes in Mission Discovery Program
LGT and ISSET reserve the right to make changes in the Mission Discovery Program, the order of the program or any other required alterations

DISABLED PARTICIPANTS
If you have a disability that requires accommodation or special assistance or you have a medical condition or special dietary requirment, you must notify LGT upon booking.

NO LIMITATIONS THAT WOULD IMPEDE THE PROGRAM; DISABLED STUDENTS OR STUDENT WITH SPECIAL NEEDS:
By execution of this Agreement, you represent that the student/s has/have no limitations that will impede the delivery of the Program or travel to the Program site, including but not limited to, behaviour issues. If the student has a disability or other limitation that can be reasonably accommodated, the parent/guardian must notify LGT, at the time of reservation, of any limitation and identify any reasonable requirements that this student needs. Upon written request, information will be provided to you regarding accessibility to various facilities. LGT does not control the disabled accessibility of the host site. LGT will attempt to work with the host site and the delivery partner and the student to attempt to make reasonable accommodation for the student. Assistance with respect to personal care matters, which may include, but is not limited to: handling of monies (i.e. payment for various sundry items or travel to the Program site); cognisance of distance, location and time; hygiene; feedings; administration of medication; and similar matters, do not constitute reasonable accommodations, and we may inquire as to the limitations of a student with respect to such personal care matters, and the student must provide and be accompanied by an attendant for such personal care matters. All costs in connection with an attendant shall be the responsibility of the parent/guardian, however the carer supplied will be offered a free place at the Program. LGT or ISSET staff will administer medications that are not able to be administered by the child ONLY with a completed, signed medical form including permission to administer that medication and ONLY if the medication is supplied with clear dosage instructions, including how, when and how much to administer on each occasion. If LGT is not clear or comfortable with the instructions given, LGT will contact the parent/guardian involved to dicuss how best to manage this situation. If it is determined by LGT or ISSET that we are not prepared or comfortable with administering the medication, the participant must have a carer present to administer the medication as and when required. The carer may attend the program to supervise the child in their care at no charge, however if travel is required to get to the location of the program, the carer's trip must be paid for. All medical and caring requirements will then be the responsibility of the carer

If the student has a medical condition that causes reasonable doubt that the student can complete the Program or travel safely, a medical certificate (a written statement from the student's physician stating that the student is capable of completing the Program or travel safely without requiring extraordinary medical assistance before, during and after the Program) may be requested. If a medical certificate is requested and not provided, the student may be prohibited from participating in the Program. Additionally, any student who has a medical condition or special dietary requirement must have their parent or guardian complete the medical form on the website when registering for the Program or, if the student is part of a school group, the chaperone must supply all relevant medical information to LGT.

LGT is relying on your representation that the student has no limitation that will impede the delivery of the Mission Discovery Program or, if required, the travel plans of the group. If prior to the Program beginning, LGT becomes aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us and such limitation cannot be reasonably accommodated, or where the student has had or has behaviour issues that LGT determines will impede the well-being, enjoyment and/or safety of other participants, LGT will cancel the student's booking for the Program. See cancellation policy for the amount to be refunded, if any. If at any point during a Mission Discovery Program or during the travel to reach the host site, LGT become aware of the existence of a previously undisclosed limitation, or that a student's limitation is different or greater than that which was represented to us, and such limitation cannot be reasonably accommodated, or if there is behaviour that LGT determines impedes the well-being, enjoyment and/or safety of other participants, LGT is entitled to arrange for the return of the student to his/her home, or original departure city and airport and LGT will have no financial responsibility regarding the cost of such return. In such a situation, parent/guardian agrees to timely pick up or arrange for timely pick-up of the student at the airport of place of disembarkation. LGT is not responsible for any inconvenience or cost associated with returning a student.

WELFARE OF THE GROUP
You (the participants) are responsible for your actions and well-being during the Mission Discovery Program and during the entire time you are away from home, beginning and ending with air flights, if necessary, to attend the program or from the time you arrive at the Program location. It is your decision to participate or not to participate in the activities. Activities are not mandatory; they are voluntary. Your decision to participate is not actionable against LGT. Further, you are responsible for the consequences of your participation. Participants realise that there are inherent risks (injury/health) in being away from your usual learning environment and, if travelling to get to the program, inherent in travel, and fully accept responsibility for those risks. Inappropriate behaviour can be cause for eviction from the program and to be sent home (at your own expense if you have travelled to get to the Program.) In the event of a Customer (school) or individual student either within that school group or attending on their own, behaving in a manner judged by management of this company and its product providers involved at the time, to be unacceptable behaviour, be it through damage, obscenity, harassment, theft, excessive noise, vulgarity, bad language and activities unacceptable and against public decency, LGT reserves the right to remove such person/persons from the Program. No refunds will be paid and the Customer or individual student involved will be required to make good any property damage or costs involved to rectify the situation. Organisations acting for the Customer will be equally bound by this condition. No refunds will be made for any unused portion of the Program. LGT reserves the right to decline to accept any person as a member of the Program, or to require any participant to withdraw from the Program if, at any time, such action is determined to be in the best interest of the health, safety and welfare of the other participants or of the individual participant or the delivery of the Program. Under such circumstances, no refund will be given. For those travelling from a regional or interstate location to the host site, baggage and personal effects are solely the responsibility of the owner.

CHAPERONES
Chaperones and chaperone responsibilities are provided by the school if a group booking is made by the school and if the school is sending a teacher to chaperone that group. Should a school group not be accompanied by a teacher/chaperone, these students will be chaperoned by the LGT and ISSET staff, along with the Mentors, who are senior university students from the host site. Individual bookings made by students or their parents/guardians also means that LGT in combination with ISSET and the Mentors will chaperone those students. Teachers coming to chaperone students are offered places at no charge. Our ratio for chaperones with LGT and ISSET staff and the Mentors is at a ratio of better than 1 chaperone:12 students. Only instructors, mentors, teacher chaperones, LGT staff and ISSET staff are allowed in the event meeting rooms during the program. During the event participants are not allowed to leave the venue. No chaperone as listed here is allowed to leave the venue with a participant unless it is a planned departure for which parents have given written consent, or if medical attention is required. Participants are under our supervision from the time they arrive at the event venue, until the end of the program day. Pariticpants must arrive at 9am on the first day and 9.15 thereafter. The program will end between 4pm and 4.30 pm daily.

MENTORS
The host university will provide 3rd year and above Science, Engineering or other STEM field students to mentor the participant teams in the ratio of two mentors to every four teams. These students will all have a "Working with Children" check which LGT will sight. LGT is not responsible for mentors who provide fake or inaccurate checks and is not responsible for the behavior or otherwise of these mentors. The host university provides these mentors in good faith and LGT accepts applications from mentors in good faith as well. LGT provides advice as to how the Mentors can obtain their Working with Children check,

DOCUMENTATION
All reasonable documents about your Mission Discovery Program, including tickets and receipts will be provided within 5 – 7 working days after payments have been received into LGT's accounts. LGT cannot be responsible for lost or misdirected mail or emails which do not reach you. Changes and updates in a student's address, phone number, medical information (if required) and email should be submitted in writing or via email at missiondiscovery@latitudegrouptravel.com.au.

SHARING OF INFORMATION/ PRIVACY AND SECURITY
Should you require travel organised by LGT in order to come to the location of the program (interstate or regional travel arrangements), because our travel services are offered in conjunction with the services of the airlines, accommodation and motor coaches etc, LGT may be sharing your personal information with those companies. We will also be sharing your information with ISSET, which delivers the Mission Discovery Program. We may share the following information: name, address, phone, birth date, gender, school you attend or teach at and/or email.

LGT may capture the Program on film and digital images and use photos, videos and digital images for its marketing materials. LGT appreciates your participation in our photos, videos and evaluations, and LGT reserves the right to use these to advertise tours and educational programs and the student or their parent/guardian does not expect any compensation. Please notify us in writing, or check the appropriate box on the website application form if you do not want your child's image used.

Neither we nor the bank will retain your credit card details after your order has been processed.

If you would like us to retain your e-mail and postal details so that we can keep you informed of news, offers and new programs, then you can opt in at the time of your booking.If you opt in, we guarantee not to pass your personal details on to any third party, for any reason other than that stated above

SERVICE PROVIDERS
Latitude Group Travel acts as agents only for the persons or companies providing or offering the Mission Discovery Program, means of travel, transport, accommodation or other services and all receipts, tickets, and vouchers are issued subject to the terms and conditions under which the Mission Discovery Program, transportation and services are offered, if required. Travel programs will only be required, and therefore some of this information only valid, where students are coming from a regional or interstate location to attend the Mission Discovery Program.

RESPONSIBILITIES AND LIABILITIES
In common with other companies, Latitude Group Travel Pty Ltd acts only as an agent for booking the Mission Discovery participants or organisations that wish to contract a new Mission Discovery Program and in arranging travel to reach the location of the Program (i.e. regional or interstate travel) for room accommodations, transportation, sightseeing, workshops or similar activities, admissions and restaurant reservations as appropriate and agreed for each Program. As such, Latitude Group Travel shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned by reason of any company or person engaged in delivering the Mission Discovery Program, conveying passengers, or otherwise in connection therewith, of any hotel owner, manager or employee. Latitude Group Travel does not own or operate any of the suppliers which will provide the Mission Discovery Program, or that will supply goods and services for the Program or travel to get to the program, or for any option which may be available in connection with the Program (including optional sightseeing, workshops or similar, etc.) and Latitude Group Travel has not priced the Program or option to allow LGT to guarantee against failure of any such suppliers. Accordingly, participant(s) agree to seek remedies directly with the supplier, and not to hold LGT liable, in the absence of its negligence, for any loss, injury, delay or expense which results directly or indirectly from any action or omission, whether negligent, criminal or otherwise, of any entity providing goods and services for the trip or providing the Mission Discovery Program itself or any available option (e.g. without limitation, the quality of services, cleanliness of a hotel, hotel overbooking or any flight delays etc or any changes in the Program). Participant(s) also agree not to hold LGT or sponsoring organisation liable for circumstances beyond its control (e.g. force majeure, terrorism, war, or acts of God). Participant(s) acknowledge that neither LGT nor its agents have made any representation or promises with the respect to the Program described except as expressly set forth in LGT literature, unless such agreement is in writing and signed by an officer of LGT.

LGT accepts no responsibility for losses or additional expenses due to delay, changes, or cancellations in train, bus, ship, airplanes or other services, sickness, weather, war, terrorist acts, strikes, quarantine, or other causes. Baggage is transported at the client's risk throughout the Program if coming to the Program from a regional or interstate location and have required LGT to organise that travel component.

LGT strongly recommends that all persons travelling to the Program from other than a nearby location obtain appropriate insurance coverage for any travel and/or accommodation required to get to the Program location.

TERMS OF TRADE

1. DEFINITIONS AND INTERPRETATION DEFINITIONS

1.1 DEFINITIONS
In these Terms of Trade:
Customer means the person identified on a ticket, receipt, quotation or Contract as the customer and includes the Customer's agents and permitted assigns, such as the School or the person representing the school.
Goods means any goods supplied by LGT including those supplied in the course of providing Services and in this case means the Mission Discovery Program and/or any travel programs required for students or a school to get to the location of the mission discovery program from interstate or a regional location
Intellectual Property Rights means intellectual property rights at any time protected by statute or common law, including copyright, trade marks, patents and registered designs.
Contract means a Contract for places in the Mission Discovery Program, placed by a Customer by booking online and/or booking on behalf of students in their school
Services means the services to be provided by LGT to the Customer in accordance with the Mission Discovery brochure, webpage, program and any other source from which the Customer reads about the Mission Discovery Program and these Terms of Trade. It also means any travel services provided to interstate or regional schools.
Program means the Mission Discovery Program as described on missiondiscovery.com.au, latitudegrouptravel.com.au,as well as flyers, brochures and programs received by the Customer via email, mail or in person
LGT means Latitude Group Travel Pty Ltd (ACN 145 383 811) and includes LGT's agents and permitted assigns.
ISSET means International Space School Educational Trust
Websites or Website means missiondiscovery.com.au and latitudegrouptravel.com.au
Student or Participant means those from years 2 – 10 participating in the Mission Discovery Program. Student can also refer to the Mentors of the Program who are 3rd year and above students of The University of Melbourne
School means that school which has made a group booking on behalf of its students
Travel or travel program only refers to travel arrangement required by or booked by a school located interstate or in a regional location that has booked such travel with LGT in order to stay in Melbourne for the duration of the Melbourne Mission Discovery Program

1.2 INTERPRETATION
In these Terms of Trade, unless the context otherwise requires:

a) a reference to writing includes email and other communication established through LGT's website or missiondiscovery.com.au (if any), including downloadable, completed forms returned to LGT;
b) the singular includes the plural and vice versa;
c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Terms of Trade;

d) a reference to a party to these Terms of Trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
f) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms of Trade.

2. GENERAL

a) These Terms of Trade apply to all transactions between the Customer and LGT relating to the provision of the Mission Discovery Program, including all quotations, descriptions, contracts and variations. These Terms of Trade take precedence over terms contained in any document of the Customer or elsewhere, including on the websites.
b) These Terms of Trade also apply to all transactions between the Customer and LGT relating to the organisation of travel for students from a school located intersate or regionally and where the students need to stay in Melbourne for the duration of the Mission Discovery Program
c) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.
d) LGT may amend any details in a quote or program description by notice in writing to the Customer or through changing information on the websites missiondiscovery.com.au or latitudegrouptravel.com.au. Such amended details supersede any relevant prior detail in dealings between the parties and it is up to the parties to remain aware of any changes made on the websites. Only major changes to the program will be notified to all Customers in writing

3. PRICING

a) LGT lists the price of the Mission Discovery Program on its websites. Usually the price will refer to the full program prices listed on the websites, including the prices for groups and individuals, but may, if dealing with those applying for the Mission Discovery Subsidised Access Program, refer to special pricing for the Subsidised Program only
b) Following provision of a quote, verbal or in writing, or on the websites to the Customer, LGT is not obliged to take the booking until the quote has been accepted by the Customer by completing an online registration form and paying for the program immediately or in response to a group booking form which requires returning that form to LGT and making payment upon receipt of an invoice (please see PAYMENTS)
c) LGT reserves the right to amend any quote/website prices before the Contract has been completed to take into account any rise or fall in the cost of completing the Contract. LGT will notify the customer of any amendment as soon as practicable, at which point the amended quote will be the estimate or quote for the purposes of these Terms of Trade.
d) An indication in a quote or on the website of the time frame for the provision of the Mission Discovery Program is fixed only where the dates are announced on the websites, but will be an estimate only where LGT is asked to deliver the Mission Discovery Program by any parties, where the program dates have not yet been fixed. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law, any timeframe estimate is not binding upon LGT.

4. CONTRACTS

a) Every Contract by the Customer for the provision of a place in the Mission Discovery Program or for the delivery of a new Mission Discovery Program requested by the Customer must be submitted in writing on LGT's standard Contract form (unless otherwise agreed). This form will either be via the website or may be in writing in relation to any request to run a new Mission Discovery Program, as requested by a Customer
b) A Contract will not be placed by the Customer unless the Contract clearly identifies that the Contract is for a place in the Mission Discovery Program or for the delivery of a new Mission Discovery Program requested by a customer and LGT's prices which will be listed on the website or which will be by written quotation for any newly requested Program. This information is represented in the most recent prices listed online and the most recent program document which has been provided to the Customer prior to the Contract. Any costs incurred by LGT in reliance on incorrect or inadequate information given by the Customer may result in the imposition of an Additional Charge.
c) Contracts must be signed by an authorised representative of the Customer (school or other group booking) or the Customer (individual students must also have their parents sign the form) and must specify the required date of delivery.
d) Placement of a Contract by the Customer signifies acceptance by the Customer of these Terms of Trade and the most recent quote or prices listed on the website.
e) LGT may in its absolute discretion refuse to provide places in the Mission Discovery Program or the delivery of a new Program where:
   i. Goods or Services are unavailable for any reason whatsoever;
   ii. credit limits cannot be agreed upon or have been exceeded; or
   iii. payment for places in the Mission Discovery program are not received immediately via the website or on receipt of an invoice the funds are not received in LGT's accounts no later than 14 days from receipt of the invoice to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of LGT, associated with the Customer under the same or another supply contract,
f) A Contract cannot be cancelled without the prior written consent of LGT. Where a Contract is cancelled, the Customer indemnifies LGT against any Losses incurred by LGT as a result of the cancellation, including, but not limited to loss of profit from other Contracts foregone as a result of the scheduling of the Contract which is subsequently cancelled or where those places in the Mission Discovery Program can not be resold prior to the commencement of the program or where a program is a new program requested by an organisation or school and LGT has already contracted ISSET to provide the program and/or where money has been already spent organising the new program and cannot be refunded to LGT

5. VARIATIONS

a) The Customer may request that its Contract be varied by providing a request in writing to LGT. A request for a variation must be agreed to in writing by LGT in order to have effect.
b) If the Customer requesting a new Mission Discovery Program wishes to vary its requirements after a quote has been prepared or after the placement of a Contract, LGT reserves the right to vary the quote to include any Additional Charge in respect of any extra costs incurred or additional work carried out due to the variation, in accordance with its then current charge rates. A revised quote issued by LGT in respect of the requested variation supersedes the original quote. If the revised quote only specifies additional work, the quote for that additional work will be in addition to the immediately preceding quote for the Goods and/or Services.
c) A request for a Mission Discovery Program to be delivered in a country other than Australia will require different pricing than the pricing on the website for the programs delivered in Australia. New pricing will be worked out and quoted to the party requesting the program internationally and a website page for this program will then be set up with the new pricing clearly available on the page.

6. INVOICING AND PAYMENT

a) The Customer, if a School booking on behalf of students, must pay the invoice issued by LGT to LGT in accordance with any payment schedule stated in the invoice or otherwise funds must be received into LGT's account within 14 days of a valid tax invoice being issued to the Customer.
b) The Customer, if a Student booking on behalf of him or her self, or a Parent/Guardian booking on behalf of his or her child, must pay LGT immediately after registering for the program online in accordance with the instructions on the website.
c) LGT may in its complete discretion apply any payment received from the Customer, if a school or other organisation, to any amount owing by the Customer to LGT.
d) The Customer is not entitled to retain any money owing to LGT notwithstanding any default or alleged default by LGT of these Terms of Trade, including (but not limited to) the supply of allegedly faulty or defective Goods, provision of Services to an inadequate standard or a delay in the provision of Goods or Services. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.
e) If payment is not received immediately through the website (individual bookings) or if payment is not received into LGT's accounts within 14 days after receipt of an invoice (school bookings) all relevant places booked may be immediately cancelled and made available to any other Customers
f) All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees and internal costs and expenses of LGT, are to be paid by the Customer as a debt due and payable under the Terms of Trade. A customer will still be liable for overdue amounts where places booked have not been able to be allocated to other Customers, even though the Customer's booking may have been cancelled due to late payment

g) The Customer and LGT agree to comply with their obligations in relation to Goods and Services Tax (GST) under the A New Tax System (Goods and Services Tax) Act 1999 and any other applicable legislation governing GST.

7. ADDITIONAL CHARGES

a) The imposition of additional charges may occur as a result of cancellation by the Customer of a Contract where cancellation results in loss for LGT, photocopying, communication costs, couriers, packing and handling, Government or council taxes or charges, additional work required by LGT or any other occurrence which causes LGT to incur costs in respect of the Customer's Contract additional to the quoted cost. This is most likely to occur where places originally booked by the Customer have not been paid for within the required time frames, or where a Customer requesting a new Mission Discovery Program cancels the program during the time that LGT has begun organising the program for the Customer or where the Customer requesting a new Mission Discovery Program requests changes to the standard program or changes the originally agreed venue or where the Customer has agreed to supply the venue and reneges on this agreement or where there is a fluctuation in exchange rates. Reasons for additional charges are not limited to the reasons stated in this paragraph.

8. INTELLECTUAL PROPERTY RIGHTS AND USE OF LGT PROGRAM INFORMATION

a) All Intellectual Property Rights in any works created by LGT and provided to the Customer (including without limitation, programs, itineraries or quotations), all of which works are in this clause referred to as "LGT programs, itineraries and quotations") vest in and remain the property of LGT and, in the case of Mission Discovery, also the property of ISSET (International Space School Education Trust)

b) The Customer must not use LGT programs, itineraries and quotations for any purpose other than attending the Mission Discovery Program pursuant to the online application the Customer has made and the receipt of information from our website, the website missiondiscovery.com.au, program details and receipt of the Mission Discovery program, brochures, flyers or by any other means

c) The Customer must not use (or allow to be used) LGT program information to obtain alternative or competitive quotations from other suppliers, or approach ISSET directly to obtain a quote or organise a program directly with ISSET, or any other person or organisation who may attempt to copy any or all of the Mission Discovery Program.

d) The Customer must not show (or allow to be shown) LGT Programs to any other tour operator, travel agent, travel provider or other organisation operating in competition to LGT or who may attempt to organise a similar Program or who may contact ISSET directly.

9. AGENCY AND ASSIGNMENT

a) The Customer agrees that LGT may at any time appoint or engage an agent to perform an obligation of LGT arising out of or pursuant to these Terms of Trade.

b) LGT has the right to assign and transfer to any person all or any of its title, estate, interest, benefit, rights, duties and obligations arising in, under or from these Terms of Trade provided that the assignee agrees to assume any duties and obligations of LGT owed to the Customer under these Terms of Trade.

c) The Customer is not to assign, or purport to assign, any of its obligations or rights under these Terms of Trade without the prior written consent of LGT.

10. DEFAULT BY CUSTOMER

a) Each of the following occurrences constitutes an event of default:
   i. the Customer breaches or is alleged to have breached these Terms of Trade for any reason (including, but not limited to, defaulting on any payment due under these Terms of Trade) and fails to remedy that breach within 14 days of being given notice by LGT to do so;
   ii. the Customer, being a natural person, commits an act of bankruptcy;
   iii. the Customer, being a corporation, is subject to:
      A. a petition being presented, an order being made or a meeting being called to consider a resolution for the Customer to be wound up, deregistered or dissolved;
      B. a receiver, receiver and manager or an administrator under Part 5.3A of the Corporations Act 2001 being appointed to all or any part of the Customer's property and undertaking;
      C. the entering of a scheme of arrangement (other than for the purpose of restructuring);
      D. any assignment for the benefit of creditors;
   iv. the Customer purports to assign its rights under these Terms of Trade without LGT's prior written consent;
   v. the Customer ceases or threatens to cease conduct of its business in the normal manner.
   vi. The Customer does not pay within the terms and conditions of payment

b) Where an event of default occurs, except where payment in full has been received by LGT, LGT may:
   i. terminate these Terms of Trade;
   ii. terminate any or all Contracts and credit arrangements (if any) with the Customer;
   iii. refuse to deliver Goods or provide further Services;
   iv. pursuant to clause 9(c), repossess and re-sell any Goods delivered to the Customer, the payment for which has not been received; or
   v. retain (where applicable) all money paid on account of Goods or Services or otherwise.

c) In addition to any action permitted to be taken by LGT under paragraph (b), on the occurrence of an event of default all invoices will become immediately due and payable

11. EXCLUSIONS AND LIMITATION OF LIABILITY

a) The Customer expressly agrees that use of the Goods and Services and attendance at a Mission Discovery Program is at the Customer's risk. To the full extent allowed by law, LGT's liability for breach of any term implied into these Terms of Trade by any law is excluded.

b) All information, specifications and samples provided by LGT in relation to the Mission Discovery Program are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect the Customer's use of, or access to the Mission Discovery Program will not entitle the Customer to reject Mission Discovery upon delivery, or to make any claim in respect of the Program and Program delivery.

c) LGT gives no warranty in relation to the Services provided or supplied. Under no circumstances is LGT or any of its agents or partners liable or responsible in any way to the Customer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues), as a result, direct or indirect of any defect, deficiency or discrepancy in the Mission Discovery Program including in their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following
   i. any Goods or Services supplied to the Customer;
   ii. any delay in supply of the Goods or Services; or
   iii. any failure to supply the Goods or Services (Mission Discovery Program)

d) Any advice, recommendation, information, assistance or service given by LGT in relation to Goods and/or Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty of accuracy, appropriateness or reliability. LGT does not accept any liability or responsibility for any Loss suffered as a result of the Customer's reliance on such advice, recommendation, information, assistance attendance at the Mission Discovery program, or service.

e) To the fullest extent permissible at law, LGT is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever or in any way connected with the provision of or failure to provide Goods or Services, or otherwise arising out of the provision of Goods or the Services, whether based on Terms of Trade, negligence, strict liability or otherwise, even if LGT has been advised of the possibility of damages.

f) The Australian Consumer Law may give to the Customer certain guarantees. Where liability for breach of any such guarantee can be limited, LGT's liability (if any) arising from any breach of those guarantees is limited with respect to the supply of Goods, to the replacement or repair of the Goods or the costs of resupply or replacement of the Goods or with respect to Services to the supply of Services again or cost of re-supplying the Services again.

12. INDEMNITY

a) The Customer indemnifies and keeps indemnified LGT, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against LGT or, for which LGT is liable, in connection with any Loss arising from or incidental to the provision of Goods or Services, any Contract or the subject matter of these Terms of Trade including, but not limited to any legal costs incurred by LGT in relation to meeting any claim or demand or any party/party legal casts for which LGT is liable in connection with any such claim or demand. This provision remains in force after the termination of these Terms of Trade.

Force majeure

b) If circumstances beyond LGT's control prevent or hinder its provision of the Goods or Services, LGT is free from any obligation to provide the Goods or Services while those circumstances continue. LGT may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.

c) Circumstances beyond LGT's control include, but are not limited to, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or Contracts, transport difficulties and failures or malfunctions of computers or other information technology systems.

13. OTHER MATTERS

a) These Terms of Trade are governed by the laws of Victoria and each party irrevocably submits to the non-exclusive jurisdiction of the courts of such state.

b) If any provision of these Terms of Trade at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.

c) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

If necessary, Latitude Group Travel can be contacted:

Phone: 03 9646 4200
Fax: 03 9646 1379
Email: info@latitudegrouptravel.com.au

PLEASE KEEP THESE TERMS AND CONDITIONS FOR YOUR RECORDS. COMPLETION OF ANY OF THE FORMS WITH THESE TERMS AND CONDITIONS ATTACHED CONSTITUTES AGREEMENT WITH THE TERMS AND CONDITIONS AND INDICATES THAT YOU HAVE READ AND UNDERSTOOD THEM.