

CAPRICORN 2012 CONVENTION TERMS & CONDITIONS
(the "Conditions")

Definitions

1. In these Conditions a reference to:
 - a. "Adverse Events" means such matters including but not limited to war, threat of war, fire, natural and nuclear disasters, actual or anticipated political unrest, actual or anticipated industrial dispute, actual or anticipated terrorist action, actual or anticipated epidemic or health risk, transport delays, traffic, airport conditions, actual or anticipated adverse weather conditions or other acts of God and actual or anticipated failure of Third Party Providers;
 - b. "Capricorn" means Capricorn Travel Australia Pty Ltd (ACN 008 926 645) (License No: 9TA164) of 172 Burswood Road, Victoria Park, Western Australia with the postal address of Locked Bag 436, Victoria Park WA 6979;
 - c. "Capricorn Group" means Capricorn Society Ltd (ACN 008 347 313) and all its subsidiaries and related entities, and all servants, directors, officers and employees thereof;
 - d. "Convention" means registration for, travel to and from and attendance at the Capricorn Convention at Club Med Phuket, Thailand and, if selected, the Convention Extension at Shangri-La Hotel Bangkok, Thailand;
 - e. "Convention Price" means the total price payable for Convention, as specified in the Registration Form;
 - f. "Deposit" means the deposit specified in the Registration Form;
 - g. "Participant" means the person or persons named in the Registration Form or any other person or persons attending the Convention, both in that person or person's own right and in their capacity as authorised representative of the member or supplier listed in the Registration Form;
 - h. "Registration Form" means the Capricorn Convention Phuket 2012 5th- 12th May brochure and enclosed form; and
 - i. "Third Party Provider" means a party (other than within the Capricorn Group) that provides goods or services used in or forming part of the Convention including but not limited to airlines, transport providers, resorts, and tour operators and also including any sponsors of the Convention.

Application and amendment of these Conditions

2. The Participant, by returning to Capricorn the Registration Form, agrees and acknowledges that these Conditions apply, on a joint and several basis, between both it and the member or supplier listed in the Registration Form and Capricorn in respect of the Convention.
3. No other agreement or disclaimer, verbal or otherwise, applies and these Conditions contain the entire agreement between the Participant and Capricorn in respect of the Convention.
4. These Conditions may only be amended in writing by Capricorn and the Participant. No representation, term, warranty or condition expressed or implied in or by reference to any other document or conversation or any other thing whatsoever will amend these Conditions.
5. These Conditions are for the benefit of, and are enforceable by, all members of the Capricorn Group.

Deposits and Payments

6. To apply for registration for the Convention the Participant must return to Capricorn a fully completed Registration Form and pay the Deposit, on receipt of which Capricorn will (subject to availability and at Capricorn's discretion) register the Participant for the Convention and provide the Participant with confirmation of registration.
7. If Capricorn does not or is unable to register the Participant for the Convention it will inform the Participant as soon as is practicable. The Participant may elect to have the Deposit refunded or have Capricorn retain it and be placed on a waiting list.
8. The Participant must pay the Convention Price in full to Capricorn by 31 January 2012. If payment is not received by this time, Capricorn may cancel the Participant's registration and will refund all amounts paid less any charges payable as per clause 19.
9. Tickets and any other Convention related documentation will only be provided to the Participant after the Convention Price has been paid in full.
10. Capricorn will not hold on trust any money received from Participants. Capricorn may use or disburse money received as and when it sees fit and may hold money received in any account, including with its own money or money of members of the Capricorn Group.

11. Any refund or return by Capricorn to Participants of money paid under these Conditions will be without interest.

Variations to the Convention Price by Capricorn

12. The Convention Price is based, in part, on charges set by Third Party Providers. While Capricorn has made reasonable efforts to ensure that the Convention Price accurately reflects such charges, the Participant acknowledges that Capricorn cannot control these charges and that they may increase (for example, due to fluctuations in exchange rates, increases in airfares or imposition of new taxes and fees).
13. Capricorn reserves the right to increase the Convention Price to cover any increase in Third Party Provider charges and the Participant consents to any such increases in the Convention Price. If any increase exceeds 10% of the original Convention Price then the Participant may cancel its registration and will be entitled to a full refund of all money paid.

Variations/cancellation of Convention by Capricorn

14. Capricorn may at its discretion change the dates for or locations of the Convention on at least 14 days' prior notice to the Participant. On receipt of such notice the Participant may, within 7 days, either cancel its registration or request to vary its registration. If the Participant elects to cancel its registration by giving notice as per clause 18 all money paid by the Participant will be refunded in full without any deduction. Any variations requested will be dealt with as per clause 22 but no Variation Fee (as set out in clause 22(a)) will be payable.
15. Capricorn may make changes to any aspect of the Convention (other than changes requiring notice under clause 14) without notice to, or recourse of, the Participant.
16. Notwithstanding clauses 14 and 15, Capricorn may change (including by cancellation, postponement or deviation) any or all parts of the Convention, including but not limited to dates, locations, Participant itineraries, flight details and accommodation, at any time and without notice in response to an Adverse Event beyond Capricorn's reasonable control. Capricorn will use reasonable endeavours to provide notice of, and minimise disruption arising from, changes to the Convention in response to Adverse Events. Capricorn will not be liable for any direct or indirect damages, cost, expense, loss, liability, or loss of enjoyment arising in any way out of any Adverse Event or changes made by Capricorn to the Convention in relation thereto.
17. If Capricorn deems it necessary to cancel the Convention because of insufficient registrations, Adverse Event or for any other reason whatsoever in its absolute and unfettered discretion, Capricorn will refund money paid by the Participant less any Third Party Provider charges and the registration will be deemed to be cancelled.

Other variations/cancellation of Convention

18. If a Participant wishes to cancel a registration it must notify Capricorn in writing. Capricorn may cancel a Participant's registration due to non-payment or lack of comprehensive travel insurance (or evidence thereof).
19. On cancellation Capricorn will refund to the Participant all money received **less**:
 - a. the Deposit; and
 - b. any additional amount for damage suffered by Capricorn as a result of cancellation including but not limited to Capricorn's inability to sell the Participant's place on Convention to another Participant and any Third Party Provider charges incurred.
20. No refund is payable for cancellations for any reason whatsoever after the Convention departure date as set out in the Registration Form or in respect of any accommodation, meals or any other services not utilised.
21. Upon cancellation for any reason these Conditions will be at an end and the Participant and Capricorn will be released and releases and discharges the other from further performance under these Conditions.
22. If a Participant wishes to vary a registration it must notify Capricorn in writing. Capricorn will use reasonable endeavours to accommodate variations requested but will not be responsible or liable if it is unable to do so. If a variation is made, Capricorn may charge the Participant:
 - a. a variation fee of \$33.00 per person per change ("Variation Fee"); and
 - b. any additional fee to reflect any increase in Third Party Provider charges (which Capricorn will inform the Participant of prior to incurring).

VISA and Insurance Requirements

23. The Participant is responsible for being familiar with and complying with all health or visa requirements and "Travel Warnings" issued by its Government applicable to Thailand or countries transited. The Participant must obtain all exit, entry, customs, immigration, quarantine, health and other documents required by the law of Thailand or countries transited and this is the Participant's responsibility alone. The Participant must carry a valid passport at all times that has a minimum of 6 months' validity from the date of return from the Convention, or longer, depending on the relevant local laws. Persons residing in Australia who do not hold an Australian passport may require an Australian re-entry visa. Capricorn is not responsible for a Participant's failure to comply with the requirements of this clause.
24. The Participant must make his or her own way to the Departure Terminal of the Participant's choice as set out in the Registration Form. The cost of any passports, visas and airport taxes are not included in the Convention Price, nor are items of a personal nature such as laundry, taxis (other than any transfers provided), telephone calls, excess baggage charges, personal and baggage insurance, postage, drinks, room service or meals other than those expressly stated to be included as part of the Convention Price. The Convention Price will only include those items that are expressly stated as being included in the Convention Price (and more particularly set out in the Registration Form) and will not include any other item, service, charge, fee, tax, benefit or good which will be at the Participant's expense.
25. Legal names, as they appear in applicable passports, are required at the time of registration. Name changes will be considered a variation as per clause 22.
26. Your registration does not include travel insurance. Capricorn requires each Participant take out comprehensive travel insurance in respect of the Convention and may request that the Participant provide satisfactory evidence to Capricorn that it has done so. If a Participant fails to take out comprehensive travel insurance according to the absolute and unfettered opinion of Capricorn, or provide evidence of the same by 29 February 2012, then Capricorn may cancel the Participant's registration as per clause 18.

Complying with Capricorn's reasonable instructions

27. Each Participant agrees to comply with the reasonable instructions and decisions of Capricorn's representatives at the Convention and also the laws of Thailand and countries transited. Capricorn representatives may require any Participant at any time to leave the Convention and not re-join the Convention if such Participant is behaving in an inappropriate manner according to the absolute and unfettered opinion of the Capricorn representative or otherwise breaches these Conditions. Any Participant asked to leave the Convention will not receive a refund of the Convention Price.

Participant's Baggage and Property

28. Each Participant is solely responsible for their own property and belongings and Capricorn is under no obligation to replace or compensate for lost property or damage thereto at Convention.
29. The baggage allowance on the Convention will be the same as the baggage allowance permitted by the Third Party Provider which Capricorn has engaged to transport Participants to the Convention unless another allowance is specified by Capricorn.
30. Under no circumstances may dangerous articles such as controlled substances, explosives or firearms or any other weapon be contained in any baggage or brought to the Convention and Capricorn reserves the right to refuse to permit any Participant to bring to the Convention any item that Capricorn deems inappropriate.

Special Needs

31. If a Participant notifies Capricorn of any special dietary requirements, Capricorn will use reasonable endeavours to pass these requirements on to Third Party Providers. Capricorn, however, does not guarantee special meal requests nor will it assume any responsibility or liability if a Participant's special dietary requirements are not fulfilled.
32. Capricorn recommends that a Participant with a physical disability or medical condition that may require special attention during the Convention notify Capricorn of these matters on the Registration Form. Capricorn will use reasonable endeavours to make Third Party Providers aware of these matters so that the Participant may either be accommodated or given sufficient notice of any limitations on accommodations. Capricorn will not be liable for any inability of a Participant to attend, or participate in any aspect of, the Convention due to any physical disability or medical condition. The Participant will be

liable for any and all additional expenses associated with any physical disability or medical condition including, where required, the cost of providing a suitably qualified carer or alternative transport or accommodation arrangements.

Limitations on liabilities and indemnities

33. To the maximum extent permitted by law, Capricorn will not be held responsible or liable (and the Participant will not hold Capricorn responsible or liable) in negligence, contract, tort or howsoever arising if any person (including the Participant) incurs, experiences or suffers an accident, direct or indirect loss including but not limited to property or person, damage, fatality, injury, psychological injury, inconvenience, loss of enjoyment, disappointment or health related issue whatsoever whilst in transit to or from the Convention, in respect of their time, presence or participation in the Convention and/or their time at a Convention location before, during or after a Convention. The Participant fully and finally releases and discharges Capricorn from any liability, claim, action, right or entitlement whatsoever the Participant has or may have against Capricorn whether known or unknown, whether accrued, contingent or inchoate arising out of, concerning or relating to the Convention. Under circumstances where liability cannot be excluded, such liability is limited to the Convention Price paid by the Participant.
34. Each Participant, or if a minor, their parents, indemnifies Capricorn and agrees to keep Capricorn indemnified against any loss, damage, action, demand, expense, claim, fine, charge or obligation which Capricorn has or may suffer or incur by reason of or in any way consequent upon, arising out of or incidental to the breach of the Conditions or by reason of or concerning or arising out of the conduct, act or omission of the Participant on or related to the Convention.
35. Capricorn acts as an agent only in respect of Third Party Providers. Capricorn has no responsibility for goods or services provided by Third Party Providers and does not make or give any warranty or representation regarding their standard or quality. A Participant's recourse for goods or services provided by Third Party Providers is against the specific Third Party Provider and not Capricorn. Registrations are made on each Participant's behalf subject to the terms, conditions and limitations of liability imposed by Third Party Providers, some of which may limit or exclude liability in respect of certain matters, including death, personal injury, delay, or loss or damage to baggage.

Other Conditions

36. This Contract is governed by the laws of the State of Western Australia and the Commonwealth of Australia and the Participant agrees to submit to the non-exclusive jurisdiction of the courts thereof.
37. Invalidity, illegality or unenforceability of one or more provisions of these Conditions shall not affect any other provision, and the Conditions shall be construed as if such invalid, illegal or unenforceable provisions were never included.
38. Capricorn may take photos/video footage of the Convention and use a Participant's image, footage, likeness and name in any future publicity or promotional material. Any images and sound recordings of the Convention taken by a Participant by camera, video or audio equipment cannot be used for any purposes other than for private and domestic purposes and must not be sold, licensed, broadcast, published or otherwise commercially exploited.

PRIVACY POLICY - The information provided by the Participant in the Registration Form is collected by Capricorn to process the Participant's registration for the Convention and may be given to government authorities and Third Party Providers to facilitate delivery of the Convention. Any information given is used only for the delivery of services pertaining to the Convention.

All information provided on the Registration Form will be stored and maintained according to the provisions of the Privacy Act and any other relevant legislation.

At Capricorn we are committed to ensuring the privacy of the personal information the Participant provides to us. We believe that respect for the Participant's privacy forms part of the ongoing trust we wish to develop with the Participant.

For further information in relation to our privacy policy, visit our website at www.capricorn.coop and click on the 'Privacy' link located at the bottom of the page.