

Training for Trips - Payment and Booking Terms and Conditions

Please carefully read these terms and conditions of contract.

In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between Aaron Davis and Associates Pty Ltd trading as Training For Trips ABN 34 657 466 496 and you. No variation of these conditions will be effective unless in writing and signed by a person so authorised.

In these terms and conditions reference to "our representatives" means tour leaders, staff, officers, employees, agents, licensees, guides, other third parties, representatives, the land management authorities in Japan.

1. How to Book and Pay

To reserve your place on a tour, you must complete a booking form and pay a non-refundable deposit of 10% per person per trip using your surname as reference.

ANZ Bank

Aaron Davis and Associates

BSB 013665

Account 551686977

2. Prices

The prices quoted in the attached packages represent the most current prices, are per person and are subject to minimum numbers. Where minimum numbers are not met by the balance payment due date, a small group surcharge may be required to ensure the trips operation. Refer to the trip notes for all tour inclusions and exclusions.

The balance of the tour price is payable 60 days prior to departure. Prices are quoted in Australian Dollars (unless otherwise specified). If payment of the balance of the tour price is not received by the due date you will be taken as having cancelled the tour and cancellation charges in accordance with condition 5 will apply.

4. Amendments

AMENDMENTS: To make amendments to your tour arrangements, you must notify us in writing.

5. Cancellations

If you wish to cancel your tour, you must notify us in writing. Cancellations are subject to the following:

- If cancellation takes place more than 60 days prior to your departure date your full deposit will be refunded.
- If cancellation takes place between 60 & 21 days prior to your departure date 50% of the tour price will be forfeited.
- If cancellation takes place less than 21 days prior to your departure date 100% of the tour price will be forfeited.

6. Health & Fitness Requirements

You must be in good health and physical condition.

You will be required to submit our medical questionnaire as proof that you are fit enough to participate in the tour 60 days prior to departure.

Tours can take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary, can be prolonged, difficult and expensive.

Medical and evacuation expenses will be your responsibility. Insurance may cover you depending on the circumstances. While we do not discriminate by age we do reserve the right in its absolute discretion to refuse a participant the right to participate on a tour and our standard cancellation terms will apply in these circumstances.

7. Medical Disclosure

You declare and warrant that:

- you are in good health and mental and physical fitness at the time of booking these packages/tour.
- you have disclosed to us every matter concerning your health and mental and physical fitness of which you are aware, or ought to reasonably be expected to know, that is relevant to our decision to permit you to go on the tour.
- immediately upon any adverse change in your health or fitness that may be likely to affect our decision you will notify us in writing of any such adverse change.
- you acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.
- we are permitted to disclose medical information to our consultant doctor for an opinion
- our consultant doctor may exclude you from a tour if he/she deems it necessary
- you have taken out a travel insurance policy that adequately covers you for medical eventualities including cover specifically for pre-existing medical conditions.

8. Tour Leaders

Our tour leaders take their responsibilities seriously. If for any reason during a tour the tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health (mental and/or physical) is questioned, he or she may direct you not to continue and you must follow the tour leader's instructions. In this case you will not be entitled to any refund.

We reserve the right to change, at any time, the tour leader of any tour. If that happens, we will try to ensure that the alternative tour leader has expertise commensurate with that of the original tour leader. Any such change by us will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

9. Cancellation due to tour booking numbers

We reserve the right to nominate a small group surcharge where a trip has not reached minimum numbers or to cancel the tour. In case of a tour cancellation, you will be given a full refund of the tour price. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from such cancellation including but not limited to visa, passport and vaccination charges, gear purchases or non-refundable flights and taxes.

10. Route changes, Postponement, Cancellation or Delay

We reserve the right to:

- cancel or modify any routes within the tour or objectives set out in the itinerary; or
- substitute different or equivalent routes within the tour in place of cancelled or modified routes, or
- postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of our operations, it is necessary to do so due to inclement weather, snow or icy conditions or circumstances that are known to us and are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of our operations, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by our operations. In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

11. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by our operations. The information contained in our packages, brochures, trip notes and pre departure information is to the best of our belief, correct at the date of publishing.

12. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with us though, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, pre-existing medical conditions, injury, death, loss of baggage and personal items and cancellation and curtailment. You must provide evidence to us that you have obtained personal travel insurance covering all of the activities you expect to participate in.

13. Proof of citizenship or information required to travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation (ie, visas) or failure to provide information. It is a requirement of many countries that your passport is valid for six months beyond the date of your return home to your home country and it is your responsibility to check you have such validity. At the time this is not the case in Japan for Australian citizens but policy can change.

14. Airlines and other transport providers

Any material published by us, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of your booking the tour. If an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by us. Any flights or other transport forming part of your tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions.

15. Force Majeure

If we are prevented (directly or indirectly) from performing any of our obligations under this agreement by reason of an act of God, strikes, trade disputes, fire, breakdowns, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside our reasonable control, we will be under no liability whatsoever to you and may, at its option, by written notice to you cancel the tour wherein clause 5 of these conditions will apply in respect of cancellation charges.

16. Assumption of risk

You acknowledge and agree:

- by the very nature of international travel and holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional local holidays, and involve potential exposure to injury and possibly death;
- the enjoyment and excitement of travel is derived in part from the inherent dangers and risks associated with the international travel and that those inherent dangers and risks are a reason why you wish to undertake the tour, and
- you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia and Japan, and
- it is your responsibility to acquaint yourself that information or advice.

For the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed package and tour and the accompanying risk of injury, death or property damage or loss.

17. No Liability

You acknowledge and agree:

- to the fullest extent permitted by law and unless caused by the negligent or reckless conduct of us, we will not be liable for any claims, actions, loss or damage arising out of personal injury or death, or property damage, loss of service including consequential, exemplary or punitive damages which may arise in connection with your participation in any package or our, and
- We will not be liable for any breach of any law by any person with whom you travel on the tour, and
- you may not rely on any representations concerning the tour made by our operations which are not contained in these conditions

18. Release and discharge

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive, and discharge all our representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise:

- out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of our representatives, or
- in connection with any optional activities which you may undertake during the course of your tour, but which do not comprise part of your package or tour itinerary and you accept that any assistance given to you by our representatives in arranging such optional activities will not render our representatives liable to you in any way.

19. Australian Consumer Law

Under the Australian Consumer Law, statutory guarantees apply to the supply of recreational services of the kind offered by these terms and conditions. "Recreational services" is defined as including activities that involve a significant degree of physical exertion or risk undertaken for the purposes of recreation, enjoyment or leisure. These guarantees mean that our operations, as the supplier, is required to ensure that the recreational services it supplies to you are rendered with due care and skill and are fit for their intended purpose. Under the Australian Consumer Law, our operations, as supplier, is entitled to ask you to agree that these statutory guarantees will not apply to you. If you sign this form, you will be agreeing that your rights under this agreement, if you are killed or injured because the services provided were not rendered in accordance with these statutory guarantees, are excluded, restricted or modified in the way set out in this condition. To the extent permitted by law, you hereby exclude, release and forever discharge all our representatives from all liability for any and all claims, loss, damage, cost or expense arising from your death or your suffering physical or mental injury or any other condition, occurrence, activity, form of behaviour, course of conduct or state of affairs as specified in section 139A of the Competition and Consumer Act 2010 (except in the case of liability arising from the reckless conduct on the part of the our representatives) and connected with your participation in the recreational services which comprise the package or tour.

20. Privacy

You permit us to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to our representatives in order to ensure your safety and wellbeing but will not be used by them for any other purpose.

21. Images

By signing these terms and conditions you certify that your image may be used without charge by us for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

22. Waiver

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

23. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of:

- Queensland, in the case the booking is made in the state of Queensland, or
- Victoria, in the case the booking is made elsewhere in Australia.