

## Thank you for registering for the Shinka Management Lean Japan Tour

Shinka Management aspires to provide the best possible experience for our Lean Japan Tour Participants. Our tour program leadership team looks forward to spending an enjoyable and rewarding week together with you exploring lean implementation in Japan.

In order to ensure a smooth, safe and comfortable experience for all, we require each Tour Participant to read through and adhere to the Travel Terms and Conditions as set out below. Please read through the following information carefully to understand our policy regarding your participation in the Tour and then complete and sign the Travel Consent Form at the end of this document. Please return a scanned copy of the form to Shinka Management as soon as possible or no later than 21 days prior to the commencement date of your registered tour.

You may withdraw your registration in writing by sending an email notification to us at any time, however, please note that the Cancellation Policy may apply depending on the timing and the reasons of your withdrawal.

### 1 Definitions

The terms used throughout this document have the following meanings:

- (a) **Cancellation Policy** means the policy described in clause 8;
- (b) **Code of Conduct** means the code of conduct described in clause 16;
- (c) **Contact Person** means the Emergency Contact provided by the Tour Participant on the Travel Consent Form;
- (d) **Country of Departure** means the country where the Tour Participant resides and departs from to participate in the Tour;
- (e) **Itinerary** means the itinerary for the Tour prepared by Shinka Management;
- (f) **Force Majeure Event** means an act, matter, situation, incident or occurrence beyond a party's control including earthquake, flood, landslide, fire, explosion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order or any government or other authority, change in law, strikes, lockouts, labor difficulties, rationing or unavailability of essential equipment, labor or supplies and disruption, pandemic, epidemic, infectious disease, government action, national emergency, or unavailability of utilities and services;
- (g) **Loss** means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, demand action, cause of action, liability or damages incurred by a person, and includes death, personal injury and loss or damage to property;
- (h) **Payment Terms** means the terms specified in clause 4;
- (i) **Personal Information** has the meaning given in the Privacy Act;
- (j) **Privacy Act** means the *Privacy Act 1988* (Cth), the principal piece of Australian legislation protecting the handling of personal information about individuals;
- (k) **Registration** means a request for participation in the Tour made by completing and returning the Registration Form;

- (l) **Registration Form** means the document signed by the Tour Participant or their representative for their application to be a Tour Participant on the Tour;
- (m) **Services** means the services provided by Shinka Management to the Tour Participant that are the subject of the Terms and described in clause 3;
- (n) **Confidential Information** means all materials, methodologies, processes, and content provided as part of the study tour program
- (o) **Shinka Management** means Shinka Management Pty Ltd as trustee for the Shinka Management Unit Trust ABN 80 596 935 808;
- (p) **Terms** means these Terms and Conditions, the Travel Consent Form and the Registration Form;
- (q) **Tour** means the “Lean Japan Tour” program operated by Shinka Management in Japan;
- (r) **Tour Invoice** means the invoice provided to the Tour Participant for payment of the Tour Fee;
- (s) **Tour Program Leader** means the leader of the Tour, being an authorized representative of Shinka Management;
- (t) **Tour Participant** means the person who is listed as a Tour Participant in the Registration Form and participates in the Tour;
- (u) **Tour Fee** means the amount specified on the Registration Form and signed by the Tour Participant or their representative (subject always to clause 5); and
- (v) **Travel Consent Form** means the consent form included in these Terms.

## 2 Registration

- 2.1. If a person wishes to make a booking to participate in a Tour, they must complete the Registration Form no later than 21 days prior to the scheduled commencement date of the Tour.
- 2.2. The Registration Form must be accepted by Shinka Management for a person to become a Tour Participant. Shinka Management reserves the right to decline applications from individuals or organizations that may not align with the educational objectives of our Japan-based tour programs.
- 2.3. The Tour Participant acknowledges and agrees that once the Registration Form is accepted, these Terms will apply in its dealings with Shinka Management, to the exclusion of all other terms and conditions.
- 2.4. The Tour Participant is responsible for ensuring the accuracy of each document which comprises the Terms and all information they provide to Shinka Management.
- 2.5. In the event that there is any inconsistency between any of the documents, these Terms and Conditions will prevail to the extent of any inconsistency, with the terms of the Registration Form (if any) prevailing thereafter.
- 2.6. The Tour Participant will not be registered as a participant on the Tour until the full Tour Fee is paid and received by Shinka Management. A contract between Shinka Management and the Tour Participant for the supply by Shinka Management, and the acquisition by the Tour

Participant, of the Services will come into existence on the date that Shinka Management confirms that the Tour Fee has been paid in full by the Tour Participant.

### **3 Services**

- 3.1. Shinka Management will provide Services to the Tour Participant including (without limitation) the operation of a customized guided tour in Japan comprising a combination of seminars, hands-on training experiences, management discussions and site visits, all of which have been tailored to develop the Tour Participant's lean awareness and capability.
- 3.2. Shinka Management will facilitate accommodation, domestic transportation, cultural guidance and interpreting services for the duration of the Tour. Meals will be provided except where noted on the registration form. Transfers between the airport and hotel are not provided.
- 3.3. The Tour Participant acknowledges and agrees that any dates for the provision of Services are approximate only, and will not be binding on Shinka Management. Shinka Management will use its reasonable endeavors to keep the Tour Participant informed of any delays and any revised delivery dates.
- 3.4. Should the Tour Participant choose to have an accompanying traveler(s) to Japan who is not participating in the Tour at the time of the tour program, transport and accommodation cannot be arranged by Shinka Management on behalf of the accompanying member(s). The agreement in place between Shinka Management and the Tour Participant does not extend to non-participating members. Any accompanying traveler(s) is responsible for making their own travelling arrangements and they are expected to travel independently. Should the accompanying member need to share accommodation with the Tour Participant during the tour program, this should be confirmed in writing with Shinka Management no later than two weeks prior to the commencement of the tour and the additional cost required for the arrangement must be covered by the Tour Participant.

### **4 Payment of Tour Fee**

- 4.1. All payments due by the Tour Participant under the Registration Form, including the Tour Fee, must be paid in accordance with the Payment Terms notified on the Tour Fee Invoice, in the manner requested by Shinka Management. All amounts owed to Shinka Management under the Registration in respect of the Services must be paid in full by the Tour Participant without any setoff, withholdings, or deductions in accordance with the Payment Terms, and it is acknowledged and agreed that for the purposes of the Tour Participant's payment obligations under these Terms, time is of the essence.
- 4.2. If the Tour Participant fails to make any payment to Shinka Management by the due date, then without prejudice to any other right or remedy available to Shinka Management, Shinka Management can in its discretion:
  - 4.2.1. suspend the provision of Services until such default is corrected; and/or
  - 4.2.2. cancel the Terms or suspend any further supply of Services to the Tour Participant.

### **5 Tour Fee**

- 5.1. In the event that Shinka Management does not accept the Registration, the Tour Fee will be refunded to the Tour Participant.
- 5.2. Other than as described directly above, the Tour Participant acknowledges that the Tour Fee is only refundable in accordance with the Cancellation Policy set out in clause 8.

### **6 Travel Conditions**

- 6.1. The Tour will take place subject to any restrictions put in place by the Japanese Government and relevant border control and quarantine authorities, and subject to any Force Majeure Event or other events that may impact the viability of the tour.
- 6.2. Shinka Management is not able to run the Tour in the occurrence of a Force Majeure Event.
- 6.3. Shinka Management requests the Tour Participant to refrain from purchasing their airfare or travel insurance until the Tour is confirmed by Shinka Management. As a general rule, each Tour is confirmed 45 days prior to the Tour commencement date unless given earlier clearance. Shinka Management, however, reserves the right to cancel or reschedule any confirmed Tour. Shinka Management will take no responsibility for the refund of airfares and travel insurance. It is strongly recommended that the Tour Participant purchase their flight tickets with flexibility or a reasonable cancellation policy.
- 6.4. The Tour Participant warrants that they will not seek to recover from Shinka Management any Loss that the Tour Participant may suffer due to the occurrence of a Force Majeure Event.
- 6.5. The Tour Participant must ensure that travel requirements imposed by the Japanese Government and airlines are met when traveling to Japan. The Tour Participant shall take full responsibility in fulfilling those pre-departure travel requirements including any visa, customs and quarantine requirements. Shinka Management accepts no liability if the Tour Participant is denied entry to Japan as a result of not satisfying those pre-departure requirements.
- 6.6. If the inadequacy of fulfilling the pre-departure travel requirements leads to the cancellation of the Tour Participant's participation on the Tour, a US\$1500 fee may be incurred under the Cancellation Policy depending on the reason of the refusal of entry. The Tour Participant acknowledges that this fee is reasonable in order to compensate Shinka Management for any Loss it may suffer.

## **7 Travel Insurance**

- 7.1. The Tour Participant must adequately be covered by a comprehensive travel insurance policy that is valid for the entire duration of the Tour and the travel insurance must cover personal accident and medical expenses, including but not limited to medical coverage for personal injury, accident, and death as well as for cancellation, evacuation, repatriation and baggage loss.
- 7.2. Prior to the commencement of the Tour, the Tour Participant must acknowledge in writing to Shinka Management that they are covered by a comprehensive travel insurance policy.
- 7.3. If there is already an existing travel insurance policy, the Tour Participant must ensure that it is up to date and the insurance coverage is adequate for their travel to Japan.
- 7.4. The Tour Participant is liable to purchase their own travel insurance, and is solely responsible for the costs associated with maintaining such insurance. Shinka Management accepts no liability for any expenses incurred or Loss suffered by the Tour Participant.

## **8 Cancellation**

- 8.1. Shinka Management reserves the right to cancel any confirmed Tour at any time before the commencement of the Tour.
- 8.2. Under such circumstances, Shinka Management shall inform the Tour Participant prior to the commencement of the Tour. The Tour Participant may seek a full refund of the Tour Fee or request a transfer of the existing booking to a future tour without any additional fee. Shinka Management will take no responsibility for the refund of airfares and travel insurance under any circumstances.

- 8.3. The Tour Participant may cancel or change their tour date without penalty 28 calendar days prior to Tour commencement. If the Tour Participant decides to cancel or change the date of their originally booked Tour between 28 days and 14 days prior to Tour, this will incur a US\$500 fee. If the cancellation or change is made within 14 days of the Tour commencement, this will incur a US\$1500 fee.
- 8.4. The Tour Participant acknowledges that the cancellation fees outlined above are reasonable to compensate Shinka Management for the Loss it may suffer.
- 8.5. Shinka Management accepts no liability for any Loss of any kind associated with the non-participation in the Tour and the changes made to the Tour Participant's original travel plan resulting from not being able to participate in the Tour.

## **9 Passport / Visa requirements**

- 9.1. It is the responsibility of the Tour Participant to be in possession of a valid passport (normally with a minimum validity of 6 months) and any visa that may be required for entry to Japan.
- 9.2. If the person registered for the Tour requires support in obtaining an invitation letter and supporting documents for their visa application, the person must notify Shinka Management as soon as possible to provide Shinka Management with adequate time to prepare and issue the documents. The Tour Fee must be paid in full before the invitation letter is issued to the Tour Participant.
- 9.3. While Shinka Management can arrange an invitation letter and supporting documents for the visa application, the issuance of the invitation letter does not guarantee that the Tour Participant will be granted an entry permit to Japan.
- 9.4. In the case where a Tour Participant requires a Japan entry visa, it is their responsibility to obtain an appropriate entry visa. Shinka Management staff are not authorized to provide visa-related advice and are unable to obtain a Japan entry visa for any Tour Participant on their behalf.

## **10 Itinerary and Alterations in Travel Plans**

- 10.1. Shinka Management will provide the Tour Participant with a copy of the Itinerary prior to the commencement of the Tour.
- 10.2. The Tour Participant acknowledges that the content descriptions available on the Shinka Management website are based on previous tours and actual content and Itinerary may vary.
- 10.3. Changes to the Itinerary may be necessitated for any number of reasons, including but not limited to local conditions and availability of host companies and service providers.
- 10.4. Shinka Management will use its best efforts to keep the Tour Participant informed from time to time of any material changes to the Itinerary.

## **11 Health Concerns**

- 11.1. The Tour Participant is required to abide by any contagious disease spread prevention measures and practices put in place by Shinka Management and host facilities during the Tour.

## **12 Medications**

- 12.1. The Tour Participant is required to take the same precautions as they would in their country of current residence while traveling in Japan. If the Tour Participant is concerned about suffering from a travel-related illness and/or a pre-existing health condition, the person must ensure to carry with them the medications required.

- 12.2. Any Tour Participant who brings medications into Japan for personal use must refer to the Japanese Ministry of Health, Labour and Welfare's website via this link: **"Information for those who are bringing medicines for personal use into Japan"** for further information and seek their advice if required prior to their travel to Japan.
- 12.3. Shinka Management Tour Program Leaders are not authorized to provide the Tour Participant with any medication or medical advice. Instead, Tour Program Leaders will make every possible effort to assist the Tour Participant in the sourcing of appropriate medical advice and treatment. The Tour Participant fully indemnifies Shinka Management for any Loss they may suffer as a result of medications purchased, or medical advice sought, during the course of the Tour.

### 13 Hospitalization

- 13.1. Should the Tour Participant's health condition require a short-term hospitalization during the Tour period (up to two nights), the Tour Program Leaders will make every effort to attend to the needs of the Tour Participant including acting as a liaison with the hospital. Shinka Management may also contact the Tour Participant's Contact Person to inform them about the Tour Participant's condition at Shinka Management's discretion depending on the severity of the situation, subject always to the obligations imposed by Shinka Management pursuant to the Privacy Act.
- 13.2. Should the Tour Participant's condition require a long-term hospitalization (three nights or more), or hospitalization outside of the Tour period, the Tour Participant is expected to deal with their individual case personally following Shinka Management's initial liaison with the hospital. Shinka Management will contact the Tour Participant's Contact Person to inform them about the Tour Participant's condition.
- 13.3. In any case, the Tour Participant shall be responsible for all medical and related costs as well as for the handling of all their travel insurance claim related matters.

### 14 Personal Needs

- 14.1. Any Tour Participant with personal needs such as health, dietary and religious requirements must communicate these to Shinka Management in writing at the earliest possible time.
- 14.2. Shinka Management will, in conjunction with relevant service providers and stakeholders, endeavor to accommodate personal needs to the extent possible. However, this does not guarantee that all personal needs and requirements can be met without fail. Shinka Management's ability to cater for those needs may be limited due to local conditions and circumstances, and the need to provide a quality travel experience for all members of the tour group.
- 14.3. Tour Participants with strict dietary requirements or severe food allergies must inform and confirm their needs with tour program leaders and food service providers during the tour. This is essential regardless of any prior communication with Shinka Management, as ingredient use and allergen separation practices may vary among service providers. Participants acknowledge that Shinka Management is not responsible for any failure by service providers to accommodate their dietary needs.

### 15 Photography / Video

- 15.1. Shinka Management reserves the right to use any photograph/video taken during the Tour.
- 15.2. Shinka Management may use the photograph/video in publications or other media material produced, used or contracted by Shinka Management and its host organizations. Any Tour Participant desiring not to have their photo taken or distributed must contact Shinka Management in writing of their intentions prior to the commencement of the Tour. Unless the



Tour Participant confirms otherwise, by the acceptance of these Terms, the Tour Participant provides its consent to Shinka Management to appear in photographs/videos taken by Shinka Management.

- 15.3. Photographs may be shared by Shinka Management with Tour Participants following the end of the Tour. These photos are provided as a memory of the Tour Participant's time in Japan, and may not be used by Tour Participants for commercial purposes. Copyright for the photographs remains with Shinka Management.

## **16 Cultural and Geopolitical Differences**

- 16.1. Shinka Management strives to create an inclusive environment for participants from all backgrounds, regardless of cultural differences or geopolitical tensions. Tour participants are expected to recognize and respect the diversity of individuals joining the tour.
- 16.2. Shinka Management is legally required to decline registrations from government or military organizations, companies, or individuals subject to sanctions under Japanese or Australian law, or those restricted from entering Japan. These decisions are guided by government regulations and the policies of our host organizations.

## **17 Code of Conduct**

- 17.1. The Tour Participant must join the Tour with a genuine desire and interest to further their knowledge regarding lean manufacturing and Japanese management practices.
- 17.2. All Tour Participants must treat fellow participants, tour instructors, Tour Program Leaders, and representatives from the host companies with respect.
- 17.3. The Tour Participant must observe the laws and respect the values of Japan.
- 17.4. The Tour Participant must abide by host company rules during company visits including but not limited to safety instructions and prohibition of photography rules.

## **18 Confidentiality and Non-Compete**

- 18.1. Participants agree that all materials, methodologies, processes, and content provided as part of the study tour program (the "Confidential Information") are proprietary to Shinka Management and its partners. Participants shall not disclose, reproduce, or share this information with any third party without prior written consent from Shinka Management.
- 18.2. Participants acknowledge and agree that the Confidential Information is provided solely for educational and professional development purposes. Participants shall not use the Confidential Information to create, offer, or participate in any competing study tour programs, consulting services, or similar activities.
- 18.3. Participants agree that for a period of 2 years following their participation in the study tour program, they will not directly or indirectly offer or conduct similar study tour programs in Japan.

## **19 Intellectual Property**

- 19.1. All materials, content, and methodologies provided during the study tour program by Shinka Management remain the exclusive property of Shinka Management or its partners. Participants are granted a limited, non-transferable license to use such materials for personal and internal business purposes only. Any unauthorized use, reproduction, or distribution is strictly prohibited.
- 19.2. Participants acknowledge that all content and materials provided are protected under applicable copyright and trademark laws. Unauthorized use may result in legal action.

## **20 Changes to Terms and Conditions**

- 20.1. The Terms and Conditions outlined in this document can be updated by Shinka Management at any time when required and will be applicable for all new Tour Participants from the time of update.
- 20.2. Should changes to the Terms and Conditions be applicable to existing Tour Participants, they will be informed in writing of any such change(s).

## **21 Privacy Policy**

Shinka Management warrants that it will use, collect and store information provided by the Tour Participant in accordance with the Privacy Act. Participant information may be shared with stakeholders and service providers, including hotels and site visit host companies, during preparation and delivery of the tour program.

## **22 Warranty**

Shinka Management makes no warranties as to the suitability of the Tour for the Tour Participant. In accepting the Terms, the Tour Participant warrants that it will make its own enquiries as to the suitability of the Tour.

## **23 Jurisdiction**

These Terms are governed by the law in force in the state of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of that State and the South Australia Registry of the Federal Court of Australia in respect of all proceedings arising in connection with these Terms or any Contract.

## **24 Liability and Indemnity**

- 24.1. Shinka Management accepts no liability for any Loss suffered by the Tour Participant during the Tour. The Tour Participant fully indemnifies Shinka Management for any such Loss.
- 24.2. The Tour Participant fully indemnifies Shinka Management for any Loss that Shinka Management may suffer as a result of the Tour Participant's breach of the Code of Conduct.

## **25 Disputes**

In the event of any dispute, the Tour Participant must write to Shinka Management outlining details of the dispute, stating that the notice is a 'Dispute Notice', setting out the facts and proposed remedies. The parties must negotiate in good faith for a period of at least 30 days prior to referring the matter to mediation if the parties cannot resolve the dispute. The parties must use their best endeavors to resolve the dispute by way of alternative dispute resolution prior to making any application to a court or tribunal or other regulatory body. The Tour Participant acknowledges and agrees to maintain strict confidentiality regarding any dispute between the parties (with the exception of its legal advisers) and will not disclose any details of dispute or grievance to the media or public.



## Travel Consent

Your travel safety is our paramount concern. Please fill out the form below and sign the travel consent section at the bottom of the form and return a scanned copy of this page to Shinka Management as soon as possible or no later than 21 days prior to the commencement date of your registered tour.

Shinka Management Travel Consent Form	
<b>Participant Name</b>	
<b>Company Name</b>	<b>Position</b>
<b>Preferred Name (This will be used on the Participant List)</b>	
<b>Participant Name to be Printed on the Tour Certificate (Please write in block letters)</b>	
<b>Emergency Contact / Next of Kin Details</b>	
<ul style="list-style-type: none"> <li>▪ Name:</li> <li>▪ Relationship to you:</li> <li>▪ Contact number:</li> <li>▪ Contact email:</li> </ul>	
<b>Dietary Requirements, Food Allergy or Special Needs (including religious needs)</b>	
<p>* Our tour program leaders will endeavor to accommodate personal needs to the extent possible. However, this doesn't guarantee that all your requests and needs will be fully met, as our ability to cater for these depends on the local situation. If not applicable, please write N/A.</p>	
<b>Any Health and Medical Concerns</b>	
<p>* If you have any concern, please write down the details of your concern that tour program leaders should be aware of including any mobility issues, medical attention or support requirements. If not applicable, please write N/A.</p>	
<b>Travel Insurance</b> * Please check the box below to acknowledge the statement	
<input type="checkbox"/> I have organized / will organize a comprehensive travel insurance policy for myself that is valid for the entire duration of the Tour.	
<b>Travel Consent</b>	
<p>I, _____ hereby confirm that I have read and understood the Shinka Management Travel Terms and Conditions and I fully accept my personal responsibility outlined in this document.</p> <p>Signature: _____ Date: _____</p> <p><small>This document is designed to accept a digital signature. If preferred however, the document can be printed, signed manually and scanned before returning.</small></p>	