

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 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 Declaration and 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 28 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. Please email us at admin@shinkamanagement.com.

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 Declaration and 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, labour difficulties, rationing or unavailability of essential equipment, labour 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);
- (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) **Shinka Management** means Shinka Management Pty Ltd as trustee for the Shinka Management Unit Trust ABN 80 596 935 808;
- (o) **Terms** means these Terms and Conditions, the Travel Declaration and Consent Form and the Registration Form;
- (p) **Tour** means the “Lean Japan Tour Program” operated by Shinka Management in Japan or any such location as Shinka Management determines from time to time;
- (q) **Tour Invoice** means the invoice provided to the Tour Participant for payment of the Tour Fee;
- (r) **Tour Leader** means the leader of the Tour, being an authorised representative of Shinka Management;
- (s) **Tour Participant** means the person who is listed as a Tour Participant in the Registration Form and participates in the Tour;
- (t) **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
- (u) **Travel Declaration and Consent Form** means the declaration 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 28 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.
- 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 it provides 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 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 customised 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 all transfers, accommodation and meals, cultural guidance and interpretive services, with the exception that meals will not be provided for two free evenings and Saturday lunch.
- 3.3. Shinka Management will use reasonable endeavours to provide the Services the subject of any Terms on the dates specified in the Registration Form.
- 3.4. 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 endeavours to keep the Tour Participant informed of any delays and any revised delivery dates.

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 from time to time. 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, and once Shinka Management has confirmed that the Tour will proceed.

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.
- 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 due to a Force Majeure Event. Shinka Management will take no responsibility for the refund of airfares and travel insurance. It is strongly recommended that the Tour Participant purchase a flexible airfare.
- 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 travelling to Japan. The Tour Participant shall take full responsibility in fulfilling those pre-departure travel requirements including visa requirements. Shinka Management accepts no liability if the Tour Participant is denied entering 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.
- 6.7. Tour Participants are currently required to be fully vaccinated against COVID-19 with a Japanese-government approved vaccine, and the proof of vaccination must be provided to Shinka Management as part of the pre-departure documents as many host companies that are visited on the Tour require visitors to be fully vaccinated. If a Tour Participant requires an exemption from vaccination, or is unable to provide the certificate of a Japanese-government approved vaccination, the Tour Participant must consult with Shinka Management as soon as possible.

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 COVID-19 medical coverage for personal injury, accident and death as well as for cancellation, evacuation, repatriation and baggage loss.
- 7.2. The Tour Participant must provide the details of their comprehensive travel insurance policy to Shinka Management prior to the commencement of the Tour (including the name of the policy provider and policy number).
- 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 including COVID-19 travel insurance coverage.
- 7.4. The Tour Participant is liable to purchase their own travel insurance, and are solely responsible with the costs associating with maintaining such insurance. Shinka Management accepts no liability for any expenses incurred or Loss suffered by the Tour Participant, including but not limited to any COVID-19 related medical and quarantine expenses.

8 Cancellation

- 8.1. Shinka Management reserves the right to cancel any confirmed Tour at any time before the commencement of the Tour due to a Force Majeure Event.

- 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 fees. 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 due to reasons other than those related to COVID-19, this will incur a US\$500 fee. If the cancellation or change is made within 14 days of the Tour commencement due to reasons other than those related to COVID-19, 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. If the Tour Participant is prevented from joining the originally booked Tour due to reasons relating to COVID-19 including but not limited to changes in government COVID-19 restrictions and policies and isolation and quarantine requirements in Japan and the Country of Departure, 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 fee. In this case, the person must notify Shinka Management in writing in a swift manner and provide adequate evidence of the situation.
- 8.6. If the Tour Participant is confirmed to be COVID-19 positive at the time of entry to Japan, the Tour Participant must refrain from participating in the Tour and abide by the protocols and policies put in place by the relevant Japanese authorities. In this case, the person must notify Shinka Management immediately and provide adequate evidence of the situation to Shinka Management.
- 8.7. Provided that adequate evidence is presented as stated above, Shinka Management will refund the Tour Fee in full. However, 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 for their visa application, the person must notify Shinka Management as soon as possible as this process can take over one month.
- 9.3. While Shinka Management can arrange an invitation letter to be issued for those who require one for visa application purposes, 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 Participants 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 the COVID-19 spread prevention measures and practices put in place by Shinka Management during the Tour.
- 11.2. If a Tour Participant is feeling unwell and/or has cold-like symptoms, the Tour Participant must inform this to one of the Tour Leaders immediately and perform a Rapid Antigen Test (RAT) if requested by the Tour Leader.
- 11.3. If a Tour Participant tests positive for COVID-19, the person must abide by the requirements set out by the relevant Japanese authorities and follow the instructions of Shinka Management and isolate themselves as soon as possible.
- 11.4. In the interests of protecting the health of the Tour Group, Shinka Management Tour Leaders reserve the right to exclude Tour Participants demonstrating COVID-19-like symptoms from the program until a negative test result is witnessed.
- 11.5. The Tour Participant warrants that it will abide by Shinka Management's procedures and policies relating to COVID-19, and accepts that there may be a risk of contracting COVID-19 during the Tour. In the event that the Tour Participant contracts COVID-19 during the Tour, the Tour Participant will fully indemnify Shinka Management for any Loss the Tour Participant may suffer as a result, and accepts that the Tour Fee will not be refunded (or any portion of it).

The Tour Participant consents to Shinka Management collecting their Personal Information including COVID-19 test results during the course of the Tour.

12 Medications

- 12.1. The Tour Participant is required to take the same precautions as they would in their Country of Departure (or the country of current residence) while travelling 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 Leaders are not authorised to provide the Tour Participant with any medication or medical advice. Instead, Tour 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 Hospitalisation

- 13.1. Should the Tour Participant's health condition require a short-term hospitalisation during the Tour period (up to two nights), the Tour 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. Shinka Management shall try to accommodate personal needs such as health, dietary and religious requirements as much as possible. However, Shinka Management's ability to cater for those needs may be limited due to local conditions and circumstances.
- 14.2. Any Tour Participant with those needs and requirements must communicate these to Shinka Management in writing at the earliest possible time. However, this does not guarantee that all personal needs and requirements can be met without fail.

15 Photography / Video

- 15.1. Shinka Management reserves the right to use any photograph or 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. 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 Code of Conduct

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

17 Changes to Terms and Conditions

- 17.1. 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 and existing Tour Participants from the time of update.
- 17.2. Changes to the Terms and Conditions will be informed to all relevant Tour Participants in writing within 7 days of any such change(s).

18 Privacy Policy

Shinka Management warrants that it will use, collect and store information provided by the Tour Participant in accordance with the Privacy Act.

19 Warranty

Shinka Management makes no warranties as to the suitability for 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.

20 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.

21 Liability and indemnity

- 21.1. 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.
- 21.2. 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.

22 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 endeavours 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 Declaration and 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 28 days prior to the commencement date of your registered tour.

Shinka Management Travel Declaration and Consent Form	
Participant Name	
Participant Name to be Printed on the Tour Certificate (Please write in block letters.)	
Emergency Contact / Next of Kin Details	
<ul style="list-style-type: none"> ▪ Name: ▪ Relationship to you: ▪ Contact Number: 	
Dietary Requirements, Food Allergy or Special Needs (including religious needs)	
* Our tour leaders will try to cater for your needs as much as possible. However, this doesn't guarantee that all your requests and needs will be fully met depending on the local situation.	
Any Health and Medical Concerns	
* If you have any concern, please write down the details of your concern that tour leaders should be aware of including any medical attention or support requirements.	
Travel Insurance Details * Please check the applicable box below.	
<input type="checkbox"/> My comprehensive travel insurance details are provided below. <ul style="list-style-type: none"> ▪ Provider Name: ▪ Policy Number: 	
<input type="checkbox"/> I will organise my comprehensive travel insurance and provide the details before my departure to Japan.	
Travel Consent	
<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>	