



TERMS AND CONDITIONS

These terms and conditions are between **we, us or our** (AoYama Japanese Camp Pty Ltd ACN 646 932 952) and **you**, the person accepting these terms and conditions. If you are accepting these Terms on behalf of a school, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of the school and to bind the school to these Terms.

Acceptance

You have requested the Japanese camp services set out in the Schedule or on our Site (**Services**), and accept these Terms by making a payment towards the Deposit, signing these Terms or by ticking a box online indicating your acceptance of these Terms.

Please read these Terms carefully and contact us if you have any questions.

Services

We will provide the Services to you and your child or student in accordance with these Terms and in consideration for your payment of the Price. We may provide the Services to you and your child or student using our employees, contractors and third party providers (**Our Personnel**), and they are included in these Terms.

Payment and bookings

You agree to pay us the Deposit at the time of making a request for the Services. All amounts are stated in Australian dollars and are exclusive of GST (unless otherwise stated). After you make payment of the Deposit for your request for the Services, we will send you a confirmation email and your request for the Services will convert to a booking for the Services (**Booking**). If we do not send you a confirmation email, your request for the Services will not convert to a Booking, and we will have no obligation to provide you the Services. You agree to pay us the remainder of the Price before the Start Date of the Services. If you make payment of the remainder of the Price by direct deposit, the Price must be received into our bank account at least 4 weeks before the Start Date of the Services.

If you are accepting these Terms as legal guardian for your child, in association with a Booking made by a school, we agree that you will have no obligation to pay us the Price, and the provisions in these Terms that relate to payment of the Price or any refund of the Price will not apply to you.

Your obligations

Minimum age: You agree that your child or the student attending the Booking is between the ages of 9 to 18 years old.

Health information: You agree to disclose to us all medical, behavioural, and/or additional information, including allergies, special requirements, and medication relating to your child or the student, at the time of making a Booking or as soon as possible after. Medication can only be administered by Our Personnel with your written signed permission and with our prior approval. If we approve the administration of a medication, the medication must be labelled with the child's or the student's full name, dosage amount and instructions.

Emergencies: We may be required to act if there is an emergency including, but not limited to, calling an ambulance. Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to indemnify us and hold us harmless in respect of, any costs that we may incur arising from or in connection with the emergency.

Drop-off time and sign-in: You agree that you will drop-off your child or the student at the Location for your Booking, at the Start Time on the Start Date and sign-in your child or the student.

Pick-up time and sign-out: You agree that you (or an authorised person noted on your Booking or otherwise later communicated to us in writing and signed by you) will pick-up your child or the student at the Location for your Booking, within one hour of the Finish Time on the End Date of your Booking and sign-out your child or the student. Anyone who is not you or an authorised person will not be permitted to pick-up your child or the student. Your child or the student will not be permitted to leave unattended, unless communicated to us in writing and signed by you, and agreed by us in writing.

Late fees: You agree that if you are late to drop-off your child or the student on the Start Date of the Booking, you will not be entitled to a refund for any missed portion of the Booking. Where you are late to pick-up your child or the student on the End Date, we will be entitled to charge you and you agree to pay us an additional fee of \$10 for each 15 minutes or part thereof after the pick-up time (**Late Fee**). Such Late Fee is due and payable at the time of pick-up on the End Date and should be paid directly to Our Personnel. If it is not paid at the time of pick-up on the End Date we will invoice you for such Late Fee and you must make payment within 5 business days.

Illness: You agree that your child or the student will not attend the Booking if unwell, or suffering from a notifiable infectious or communicable disease as identified by the health department in New South Wales. We may require that you provide a health certificate confirming that your child or the student is not suffering from an infection or communicable disease. You agree that if we contact you to collect your unwell child or the student, you or an authorised person will come as soon as possible to pick-up your child or the student. If in our reasonable view, your child or the student is unwell, or suffering from a notifiable infectious or communicable disease as identified by the health department in New South Wales, we may not allow your child or the student to attend the Booking and we may cancel the Booking for your child or the student in accordance with these Terms (see under "Cancellation and Refunds").

Accurate information: You agree that all information you provide to us is accurate, up-to-date and complete.

No reliance: You represent, warrant, acknowledge and agree that you have not relied on any representations or warranties made by us in relation to the Services (including as to whether Services are or will be fit or suitable for your or your child's or your student's particular purposes), unless expressly stipulated in these Terms.

Legal guardian: If you are accepting these Terms as legal guardian for your child, you represent, warrant, acknowledge and agree that you are the child's legal guardian, and are able to act on behalf of, and make decisions for, the child.

School support: If you are accepting these Terms as a school, you agree to provide all assistance, information, documentation, access, facilities, authorities, consents, licences and permissions reasonably necessary to enable us to comply with our obligations under these Terms or at a law, including, if agreed between you and us, providing support staff to attend the Booking. You agree to obtain your student's legal guardian's consent to participate in the Booking by requiring them to agree to these Terms.

Behaviour policy

To ensure our Services are fun and enjoyable for everyone and that everyone is able to learn and engage in a safe, positive, and friendly environment, we expect your child or student follows our policies for standards of behaviour. For example, we do not accept bullying of any kind, your child or student disobeying instructions (especially safety instructions), inappropriate touching or inappropriate comments of any kind.

You understand that if your child or student does not meet those standards or otherwise demonstrates inappropriate behaviour, we have the right to warn your child or student, request you to pick up your child or student or cancel your Booking for your child or student. If we contact you to collect your child or student as a result of their behaviour, you agree to come immediately to pick-up your child or student. We will notify you of any behaviour that does not comply with our policies, and where appropriate provide warnings before any suspension or cancellation of your Booking (and terminate these Terms). A refund will not be provided if your child's or student's Booking is suspended or cancelled due to your child's or student's behaviour.

Cancellations and refunds

Your cancellation: You may cancel your Booking by emailing us, identifying your Booking and requesting cancellation of your Booking in writing. Your Booking will not be cancelled until we provide confirmation of the cancellation of your Booking in writing.

Where you cancel your Booking:

- more than 21 business days before the date of your Booking, we will refund you 100% of the Price for your Booking;
- less than 14 business days before the date of your Booking, you will not be entitled to a refund of any part of the Price;
- less than 7 business days before the date of your Booking with a medical reason and you provide a medical certificate for your child or the student, we will, at our discretion, provide you with a credit note to reschedule the Booking. No refunds will be provided.

You agree the above cancellation fees are a genuine pre-estimate of our loss.

If you are accepting these Terms as legal guardian for your child, in association with a Booking made by a school, you agree to notify the school of your cancellation. In this circumstance, your school will be responsible for cancelling the Booking for your child, with us.

Our cancellation: Due to unforeseen circumstances such as illness or a pandemic or government enforced lockdowns or shutdowns, you acknowledge that we may need to reschedule the date of your Booking. We may also need to reschedule the date of your Booking if we do not receive a certain number of participants for the Booking or for any other reason beyond our reasonable control. Where we need to reschedule a Booking, we will notify you at our earliest convenience and we will reschedule within 6 months which you agree is within a reasonable time for re-scheduling. The Price paid for the original Booking will be used as a credit towards the new rescheduled booking. If we cannot reschedule within this period, we will cancel the Booking and we will refund the relevant party, being either the legal guardian of the child or the school of the student, the Price for the Booking.

We reserve the right to terminate a Booking at any time where you have disclosed a medical, behavioural, and/or additional information to us which we determine, in our sole discretion, we are unable to safely manage. In such cases, we will cancel the Booking and we will refund the relevant party, being either the legal guardian of the child or the school of the student, the Price for the Booking or you may choose to reschedule the Booking within 6 months, provided that the medical, behavioural, and/or additional information you provide to us, is no longer valid and will no longer impact our ability to provide the Services. If you choose the option to reschedule the Booking, and you cannot reschedule the Booking within this 6 month period, we will cancel the Booking and we will refund the relevant party, being either the legal guardian of the child or the school of the student, the Price for your Booking after the 6 month period expires.

Termination of these Terms: Where a Booking is cancelled these Terms will also terminate. Your, or our, accrued rights, obligations and remedies are not affected by termination of these Terms.

Collection Notice

We collect personal information from you or from third parties so that we can provide our services to you, answer any enquires you submit to us, deliver our website to you and for the purposes otherwise set out in our privacy policy, available at: www.ayjc.com.au/privacy-policy. Please let us know if you have any questions regarding our privacy policy.

We may disclose this personal information to third parties, including our employees, contractors and related entities, third party service providers that provide their services to us (including the venue operators of the camp, the caterers of the camp, IT service providers, marketing and advertising providers and website analytics suppliers), if we are required to disclose personal information by law and as otherwise set out in our privacy policy. Where we disclose your personal information to third parties listed in our privacy policy, these third parties may store, transfer or access personal information outside of Australia. If you do not provide your personal information to us, you may not be able to use all of the features on our website and we may not be able to provide our services to you.

Our privacy policy describes further how we collect, store, use and disclose your personal information. It also describes how you can access and correct your personal information, how you can make a privacy-related complaint and our complaint-handling process.

By providing personal information to us, you acknowledge we will collect, hold, use and disclose your personal information in accordance with our Privacy Policy.

Your statutory rights

Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Services which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.

You agree that our Liability for the Services is governed solely by the ACL and these Terms.

Subject to your Statutory Rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Services) are provided to you without warranties, representations and guarantees of any kind.

Liability, indemnity and exclusions

Exclusions: Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by (whether directly or indirectly): (1) any lost or stolen items (including if secured or “supervised”); (2) acts or omissions of you or your child or student; (3) your breach of these Terms, any law or third party rights by you or your child or student; (4) any information, documentation, instructions, specifications or directions given by you; (4) any event or circumstance beyond our reasonable control; and (5) any services, goods, work or materials that has not been provided by us, for example, if applicable, any services provided by schools.

Indemnity: Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to make good, indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with: (1) acts or omissions of you or your child or student; or (2) any information, documentation, instructions, specifications or directions given by you or your child or student.

Limitation of liability: Despite anything to the contrary, to the maximum extent permitted by law: (1) we will not be liable for any Consequential Loss; and (2) our maximum aggregate Liability in relation to the provision of the Services or these Terms will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the provision of the relevant Services to which the Liability relates, and if you have not paid us any amount, then \$100 in respect of the provision of the relevant Services to which the Liability relates.

General

Term: These Terms will commence at the time you accept these Terms and will continue until the completion of the Booking, unless terminated earlier in accordance with the provisions of these Terms.

Disputes: Neither you, or us, may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a representative of the other party to seek (in good faith) to resolve the Dispute.

Governing law: These Terms are governed by the laws of the New South Wales. You, and we, irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

GST: If and when applicable, GST payable on the Price will be set out in the Schedule or our Site. You agree to pay the GST amount at the same time as you pay the Price, to the extent you are required to pay the Price under these Terms.

Severance: If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

Definitions

In these Terms, unless the context otherwise requires, the following words mean:

Child or student means your child or each student of a school (as applicable), as described on our Site or in the Schedule.

Consequential Loss includes any consequential, special or indirect loss, damage or expense including any real or anticipated loss of revenue, loss of profit, loss of use, loss of occupation, loss of benefit, loss of financial opportunity, or economic loss whether arising out of a breach of these Terms, at law, under any statute, in equity, or in tort (including negligence).

Deposit means the deposit as set out on our Site or in the Schedule, which forms part of the Price.

End Date means the end date for the Services, as set out on our Site or in the Schedule.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party, a party to these Terms or otherwise.

Location means the premises, where the Services are to be provided, as set out in the Schedule or on the Site for the Booking.

Price means the price as set out on our Site or in the Schedule for the provision of the Services for the Booking, and all other reasonable expenses or disbursements properly incurred by us in the provision of the Services.

Schedule means, if any, the schedule attached to these hardcopy Terms.

Site means our website where, if applicable, our Services are set out for the Booking, and is located at: <https://www.ayjc.com.au/>.

Start Date means the start date for the Services, as set out on our Site or in the Schedule.

Terms means these terms and conditions and if signed in hard copy format, it also includes the Schedule.