



## THE QUIET LION TOUR 2019

19<sup>th</sup> to 29<sup>th</sup> APRIL 2019

### TERMS AND CONDITIONS

#### **BURMA THAILAND RAILWAY MEMORIAL ASSOCIATION (INC) (BTRMA)**

#### **TOTAL TOUR COST (FOR AIRFARE AND LAND CONTENT)**

**ADULTS \$3,000\* ex PERTH and \$3,500\* SYDNEY, MELBOURNE and BRISBANE.  
STUDENT \$2,600\*, SINGLE SUPPLEMENT \$750.**

\*Costs charged by airline for taxes and fuel levies are included and above prices apply except where there are extraordinary charges.

**NON GROUP FLIGHTS.** Group bookings allow only limited changes to flights for the group flights and the BTRMA should be informed if you must travel on different times/dates to the main group. Such changes incur extra costs. Airport/Hotel transfers in these cases are the responsibility of the traveler.

**TOUR INCLUSIONS.** Return economy air fares from state capital city; airport transfers when travelling with main group; all meals except lunch at the football match and accommodation. All meals are buffet style and mainly Asian. Special meal requirements **MUST** be stated on application form. Coach transport during tours (fully air conditioned), 23kg free baggage allowance on economy class flights, departure and arrival taxes for Australia and Thailand (Included in amount paid to agent) and gratuities paid to guides and bus staff.

**TOUR EXCLUSIONS.** Travel insurance is essential. Passport costs, supplementary (non itinerary) trips, non-group meals, drinks (other than bottled water), laundry, phone calls and personal items. Bookings are on a twin share basis and a single supplement accommodation charge does apply.

**FITNESS LEVELS.** Activities are similar to those on any tour except for walk on the Heritage Trail from Hintock Road Camp to Hell Fire Pass. All fitness levels are catered for but the final decision on whether a particular activity will be allowed will be made by the Tour Leader.

**ARRANGEMENTS.** Fully completed applications and Waiver Form are to be made to THE BURMA THAILAND RAILWAY MEMORIAL ASSOCIATION (Inc), c/- 22A Alexander Road, East Fremantle WA 6158 or emailed to [iholding@sinosteel.com.au](mailto:iholding@sinosteel.com.au) with a \$250 deposit. Binding confirmation is required by 7<sup>th</sup> November 2018. At that date applications may be withdrawn and deposit returned. Payment of full balance no later than **8<sup>th</sup> February 2019 (This date is firm)**. Airline and land content places are verified in order of receipt. Bookings not confirmed with full payment may be deemed cancelled and only reactivated in the event of a cancellation at the sole discretion of BTRMA.

**STUDENTS (Under 18yrs).** All Students must be under direct supervision of a responsible adult carer/parent/teacher. Some juniors may triple share at hotels and resorts.

**ANIMALS.** During the tour there may be occasions when animals are handled by Thai park or other venue people. Persons with firm views on such should accept that this is beyond the control of the organisers. The only occasions normally are entertainment venues involving elephants.

**CANCELLATIONS.** Withdrawal of an accepted application prior to 7<sup>th</sup> November 2018 will allow return of any deposit but cancellations after that date **will** incur forfeit of the deposit of \$250. Cancellation after full amount has been paid by 8<sup>th</sup> February 2019 will incur debits charged by the airline and by the Thai Organiser up to total paid. No Refunds for cancellation once the tour has commenced. (Travel insurance **may** be a safeguard.)

In the unlikely event that BTRMA cancels the tour, then the above cancellation policy will apply.

(Travel insurance **may** be a safeguard.)

BTRMA reserves the right to cancel the tour for a particular tour participant or group of tour participants in the sole discretion of BTRMA. In these circumstances BTRMA will negotiate in good faith on a partial refund of the tour costs to the tour participant but cannot guarantee there will be any refund and the tour participant(s) may need to make his, her or their own arrangements to return to Australia. In these circumstances, BTRMA reserves the right to claim any costs incurred by BTRMA or any person on behalf of BTRMA arising from the cancellation of the tour for any particular tour participant or group of tour participants. Such claim may be brought in Australian Courts in Australian dollars with a currency conversion in favour of the person who incurs such costs.

**ITINERARIES.** May be modified at the sole discretion of the BTRMA for whatever reason every effort is made to make satisfactory alternatives arrangements.

**RESPONSIBILITY - Travel.** The responsibility for arranging flight bookings will be with a licensed travel agent who will not be responsible for airline schedule changes or price increases, the organisation of any ground tours or for any alterations to the itinerary or prices for any part of the Quiet Lion Tour. Land content in Thailand including accommodation; land transport; entry into exhibits and meals is the responsibility of Pacific Horizon Tours who is not the agents or employees the licensed Travel Agent.

Payment of the deposit or final payment constitutes consent to all provisions of the tour package these terms and conditions; waiver form and acceptance of general information in the tour itinerary.

**RISKS - General:** The tour itinerary involves travelling by coach from Bangkok to various locations on the Burma-Thailand railway route. This necessarily involves getting in and out of coaches and walking to outdoor locations which are exposed to the elements. This is why a reasonable level of fitness and agility is required. In the heat of Thailand, often involving a dusty environment, many participants find visiting outdoor locations far more demanding than expected, even where the distances covered are measured in tens or perhaps hundreds of metres. Common feedback from participants includes the wish that they were more physically prepared for the tour. Regular walking on even and uneven surfaces and climbing up and down stairs or hills is recommended 4 – 6 weeks before travel. There is no need to attend a “boot camp” but simply to take regular walks building up to 4 – 6 days per week, prior to travel. **RISKS – Travel Insurance:** Each tour participant states for the benefit of the tour organisers and guides that he or she has full travel insurance coverage, has made full and frank disclosure to the travel insurer when obtaining such coverage and acknowledges that BTRMA has entered into the contract to provide the tour services to the travel participant on the basis of the tour participant having obtained such coverage and made such full and frank disclosure prior to obtaining such coverage.

**RISKS - Heat:** Generally, at the time of the year that the tour is conducted, there is very little rain, although conditions are hot and humid. Participants must drink far more water than is usually the case in Australia as well as take electrolyte supplements from the start of the tour, to avoid heatstroke. Any medical conditions which may be exacerbated by heatstroke must be managed by the participant. This may include physical conditions such as a feet, knee or hip conditions. Every possible assistance will be provided by tour guides to participants who are susceptible to heatstroke or existing medical conditions. This emphasises the importance of a full disclosure of medical conditions and medications being taken.

**RISKS – Uneven Surfaces:** Do not expect paved and even surfaces as often found in Australia, in particular in Australian towns and cities. Do not expect for paths clearly segregated from roads. Occasionally participants are required to walk along the side of a road. Extra care and vigilance is required at all times. Many of the areas visited involve unpaved and uneven surfaces which need to be traversed with care having regard to people in the group around you.

Other than heatstroke and “tummy bugs”, the most common risk on the tour is falling or slipping. Choice of footwear is very important. Closed shoes suitable for walking or hiking are recommended with nonslip soles. It is also recommended that the walking or hiking shoes are “broken in” well before travel. Walking poles are recommended for people who may be susceptible

to falling or slipping. While thongs or sandals should be brought for wearing in hotel rooms or around hotel accommodation, thongs or sandals are not suitable for daily activities.

Extra care and vigilance is required at all times.

**RISKS – Vehicles:** Each seat in each coach is fitted with seat belts which must be worn at all times while in the coach.

While every effort is taken to provide a safe place for participants to participate in the tour, participants must be mindful of road conditions in Thailand which are far more “chaotic” than found in Australia. Extra care and vigilance is required at all times outside the coach.

**RISKS – Hygiene:** While every effort is taken to provide hygienic conditions for participants to participate in the tour, participants must be mindful of hygienic conditions in Thailand which involve far more variation, than found in Australia. Extra care and vigilance is required at all times. Each coach carries a large bottle of hand wash and it is recommended that participants get into the habit of washing hands when getting out of the bus and washing hands when getting into the bus on every occasion. Participants are urged to carry a small bottle of hand wash for washing hands regularly after touching surfaces and in particular, before putting hands near your mouth and before eating or drinking.

If you are susceptible to “tummy bugs” generally or from spicy food, then is recommended tour guides are made aware of this.

**RISKS – Food & Water:** Tour, participants must be mindful of that food and water quality in Thailand involve far more variation, than found in Australia. Extra care and vigilance is required at all times. While care is taken in the choice of tour suppliers of food and meals, there is no guarantee that participants will not contract “tummy bugs” or worse. Participants must be careful in choice of suppliers of food and meals outside the tour suppliers. This is a responsibility of each participant. Participants must only drink bottled water. Participants will be regularly provided bottles of water during the tour. Participants must carry a bottle of water (at least one bottle) on each outdoor activity/visitation.

**RISKS – Security:** Participants must be mindful that Thailand has been the subject of terror attacks, although such attacks have been rare and isolated. While every effort will be made by the tour organisers to minimise such risk, ultimately, the risk of a terror attack must be borne by each participant. Please check the terms of your travel insurance in relation to death, injury or loss arising from a terror attack. Often insurers include an exclusion for loss arising from terror attacks.

Personal security is the responsibility of each participant. While every effort will be made by the tour organisers to minimise such risk, participants must be responsible for their own personal security at all times. Participants must inform tour organisers if leaving accommodation to sightsee, shop or for any other reason. It is recommended that participants do not leave accommodation alone. It is recommended that participants travel in groups of 2 or more people. It is recommended that the group comprise of at least one male person. School groups must impose their own rules to provide for the security of students. Valuables must be secured by money belts or other means. If a member of a group wishes to take a photo, it is recommended that another member watch the person taking the photo, rather than continue sightseeing. Often pickpockets will strike in crowded and congested areas. If a member of a group wishes to purchase an item and is reaching for a wallet, purse or money belt, it is recommended that another member watch the person reaching for the means of payment. These suggestions are not exhaustive. Extra care and vigilance is required at all times.

Tour participants must be vigilant when entering and leaving accommodation grounds/premises and rooms. It is recommended that rooms are left locked at all times when unoccupied. It is recommended that security safes provided are used.

**RISKS – Fire:** Tour participants must familiarise themselves with fire exits in coaches, fire exits in all accommodation and muster points upon arrival at the accommodation.

**RISKS – Swimming:** Tour participants must exercise water awareness care when swimming or entering pools in hotels/accommodation. Participants must not swim in rivers or other natural bodies of water, unless part of the tour.

**RISKS – Tour Members:** Often tour participants are meeting for the first time. It is critical that each tour participant treats each other tour participant with full respect and courtesy. Some tour participants are embarking on a very personal journey which may involve the full range of emotions on occasions. All tour participants must be mindful of the potential for other tour participants to feel strong emotions such as sadness, fear or anger at various stages of the tour.

Ultimately the interaction of tour participants is the responsibility of each tour participant.

**RISKS – Incident:** Tour participants must inform tour organisers of any incident which may require any form of treatment. Early intervention will often prevent a more serious condition from developing. For example, any minor cut or abrasion must be treated early to maximise the prospects of preventing infection. Any incident experienced by a tour member whether involving another tour member or a person outside the tour must be reported to tour organisers as soon as practicable.

**RISKS – Alcohol:** Tour participants must take responsibility for any alcohol consumption. While alcohol is available on the tour, participants must consume alcohol in moderation having regard to his or her tolerance for alcohol and having regard to the hot and humid conditions, which may exacerbate the effects of alcohol. Tour participants must also have regard to tour participants who are under the age of 18 and drink responsibly.

**RISKS – Drugs:** The use or possession of illicit drugs may result in the death penalty in Thailand or severe jail sentences. Any participant involved in the use or possession of illicit drugs may be removed from the tour.

**MEDICAL EMERGENCY:** The tour organisers or guides may in their sole and absolute discretion determine whether or not a tour participant requires any emergency medical or rescue services should the participant become injured or ill and such authority continues even if the participant is unconscious. The participant agrees to pay all costs arising out of such medical treatment or rescue services and to reimburse tour organisers or any other person who pays such expenses or costs on behalf of the tour participant on a full indemnity basis. The recovery of such costs may occur in Australian Courts in Australian dollars with a currency conversion in favour of the person who incurs such costs. Tour participants must be fully aware of the terms of their travel insurance.

**LIMITATION OF LIABILITY OF BTRMA:** In the event that BTRMA is liable to a tour participant for any reason, then the maximum extent of the liability of BTRMA shall be the tour cost paid by the tour participant to BTRMA.

**WAIVER FORM; RELEASE OF LIABILITY AND ASSUMPTION OF RISK:** Each tour participant is legally bound by the Waiver Form: Release of Liability and Assumption of Risk signed in respect of this tour, which forms part of these terms and conditions.

**QUIET LION TOUR HINTS TO TRAVELERS:** Each tour participant acknowledges that he or she has read the QUIET LION TOUR HINTS TO TRAVELERS, which form part of these terms and conditions.

The terms and conditions for this tour is undertaken can be changed without notice by the BTRMA.

**PRIVACY POLICY:** All the documents created through application, deposit and confirmation of an applicant's position on the Quiet Lion Tour remain the property of BTRMA. BTRMA will do its best to keep such information private except where it is required to complete the travel arrangements for the tour or as required by any Government Authority of Australia or Thailand

**Contact details: See application form**

Website [WWW.BTRMA.ORG.AU](http://WWW.BTRMA.ORG.AU)

THE BURMA THAILAND RAILWAY MEMORIAL ASSOCIATION (Inc), 22A  
Alexandra Road, East Fremantle, WA 6158.

**Further details on tour content from**

Tour Organiser Ian Holding, email [iholding@sinosteel.com.au](mailto:iholding@sinosteel.com.au), M 0418832281 or  
Tour Leader David Piesse, email [djpiesse@gmail.com](mailto:djpiesse@gmail.com), Tel 9447 7505.

**Direct deposit**

Account name Flightworld Trust Account no:2

Bankwest

BSB 302-162

Account number 0733348

**Credit Card Payments**

Payments can be made by credit card by call Flight World on 0400747727. Credit card payments incur a charge of 1.65%

**WAIVER FORM; RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

I \_\_\_\_\_ [Name]

Of \_\_\_\_\_ [Address]

\_\_\_\_\_ [Passport No.] agree to the

**following, each of which I have INITIALED.**

I have read, understood and agree to, this form, the booking information and terms and conditions of this BTRMA tour. \_\_\_\_\_

I acknowledge that the trip organisers and guides from BTRMA are all volunteers and have limited specific skills or experience in organizing and conducting a tour of this nature or this tour. \_\_\_\_\_

I accept full responsibility for my health welfare, safety and security on the tour which involves risks, a non-exhaustive list of which, are outlined in the Terms and Conditions. \_\_\_\_\_

I accept the fact that the trip organisers and guides cannot and do not provide any representation or warranty concerning my health welfare, safety and security on the tour which involves risks, some of which are outlined in the Terms and Conditions. \_\_\_\_\_

I agree to follow all lawful instructions and guidelines given by the tour organisers or guides and to act in a safe and responsible manner in respect to myself, toward other tour participants, to take extra care and vigilance and to be as situationally aware as possible at all times. \_\_\_\_\_

I am sufficiently fit (physically, socially and mentally) to participate in this tour. \_\_\_\_\_

I accept that my continued participation is at the absolute discretion of the tour organisers. \_\_\_\_\_

I agree to the responsible use of alcoholic beverages if they are consumed by me. \_\_\_\_\_

I agree to disclose to BTRMA any medical conditions and medications being taken which may affect my participation on this tour. \_\_\_\_\_

BTRMA has my permission to publish and use moving and still images of me from this tour for promotional purposes, and waive any copyright I have in those images. Yes / No \_\_\_\_\_

I will as soon as practicable notify the tour organisers of any changes to my health welfare, safety and security which may occur during this tour. \_\_\_\_\_

I give permission for the trip organisers obtain emergency medical or rescue services for me should I become injured or ill. This authority continues even if I am unconscious. I agree to pay all costs involved with such medical treatment or rescue or to reimburse the tour organisers or any other person who pays such expenses or costs on my behalf. \_\_\_\_\_

I acknowledge that my participation in this tour is my choice and I am not relying on any representations or warranties made by or on behalf of BTRMA. \_\_\_\_\_

I fully comprehend and willingly assume the responsibilities and risks of participating in this tour, as outlined in the terms and conditions above which I have carefully read and understood. \_\_\_\_\_

I acknowledge that to the maximum extent permitted by the Competition and Consumer Act 2010 (Cth) and agreed below, in the course of the tour I exclude the liability of BTRMA, its officers, employees, contractors, volunteers, and agents for my death, personal injury, the contraction, aggravation or acceleration of a disease, the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to an individual or community, or that may result in harm or disadvantage to an individual or community. \_\_\_\_\_

I agree that, in the event that BTRMA is liable to me for any reason, then the maximum extent of the liability of BTRMA shall be the tour cost paid by me to BTRMA.

This waiver and the terms and conditions shall be legally binding upon me, my legal personal representative and my next of kin. If I am signing on behalf of a minor then this waiver and the terms and conditions are legally binding upon such minor, his or her legal personal representative and next of kin \_\_\_\_\_

\_\_\_\_\_  
**signature**

\_\_\_\_\_  
**print full name**

\_\_\_\_\_  
**date**

\_\_\_\_\_  
**witness signature and full name**