

DIAMONDS IN THE ROUGH ADVENTURES (DITRA) TERMS AND CONDITIONS at April 2023

These Terms and Conditions and the DITRA Risk Waiver form the agreement between you and DITRA.

1. GENERAL

- a. To take part in DITRA activities, online or face to face you need to register on our booking website, complete a Risk Waiver Form, complete all required fields for personal information including any medical information and agree to these Terms and Conditions.
- b. These Terms and Conditions are governed by the laws of Australia and New South Wales as is appropriate.
- c. DITRA may amend the Terms and Conditions of the Agreement from time to time.

2. DITRA MEMBERS

- a. Current members are entitled to sign up for all services offered or advertised by DITRA (either directly or through third party operators and subject to availability of spaces within the group). Depending on the nature of the activity, certain minimum qualifying requirements may apply.
- b. DITRA will be closed for 2 weeks over the Christmas period.
- c. Unlimited Package members can attend as many sessions as they choose, per week, during the term of their contract, subject to availability.

2.1 DIAMOND VIRTUAL EXPERIENCE-when offered

- a. This pack allows you unlimited access to all online - Virtual sessions for a period of four weeks from sign up.
- b. There is a 5-day cooling-off period from purchase date for you to cancel your membership. Any cancellation after this date will incur an admin fee of 20% of the outstanding balance.
- c. If you choose this contract you will commit to an upfront payment at the advertised rate as a Direct Debit against your provided credit card.
- d. The membership will be automatically renewed unless we are informed otherwise.

2.2 8 PACK DEALS ACCESS TO 8 TRAINING SESSIONS (PAY FOR 7 GET ONE FREE)

- a. The 8 pack is activated from the date of purchase and MUST be used within a period of 3 months or bonus sessions are forfeited.
- b. If you choose this contract you will commit to an upfront payment at the advertised rate as a Direct Debit against your provided credit card.
- c. Unused sessions cannot be transferred, refunded or extended.
- d. For injuries or illnesses supported by a medical certificate, an 8 pack may be extended at the discretion of DITRA, when a request is put in writing.
- e. DITRA can choose to extend the validity of membership due to breaks or other reasons that force us to suspend training

2.3 DIAMOND BACK ON TRACK MEMBERSHIP-2 WEEKS UNLIMITED TRAINING SESSIONS

- a. This contract is for new clients only, allowing access to unlimited training sessions during that period
- b. Unused sessions cannot be transferred, refunded or extended.
- c. For injuries or illnesses supported by a medical certificate, it may be extended at the discretion of DITRA, when a request is put in writing.
- d. DITRA can extend the validity of membership due to breaks or other reasons that force us to suspend training.

2.4 DIAMOND DELIGHT and TASTER FACE TO FACE TRAINING – Single Sessions

- a. Must be used within the specific time frame as stated when purchased.
- b. No refunds available.

2.5 6 MONTH MEMBERSHIP- UNLIMITED TRAINING SESSIONS

- a. Minimum contract period of 6 months (payments made fortnightly). At the end of the contracted period, members can elect to continue or terminate the contract. A request to terminate the contract must be received in writing 30 days prior to contract expiry otherwise the contract will auto renew. To end a contract early, an admin fee of 20% of the outstanding balance will apply.

- b. There is a 5-day cooling off period from purchase date for you to cancel your membership. Any cancellation after this date will incur an admin fee of 20% of the outstanding balance.
- c. If you choose this contract you will commit to fortnightly payments over a period of 6 months at the advertised rate, based on a fortnightly Direct Debit against your provided credit card.
- d. Payments will be suspended during DITRA Christmas shut down period or for any other reason that force us to suspend training
- e. A contract may be placed on hold (suspended) for an additional 3 weeks during the 6-month contract (this may only be taken in full week blocks and do not have to be consecutive). Written request must be received 2 weeks before the period you wish to suspend. In addition, clients will be given a suspension for all DITRA organised trips with a duration of 7 or more days.
- f. For injuries or illnesses supported by a medical certificate, unlimited members may suspend their membership for a minimum of 1 week, when a request is put in writing.

2.6 3 MONTH MEMBERSHIP- UNLIMITED TRAINING SESSIONS

- a. Minimum contract period of 3 months (payments made fortnightly). At the end of the contracted period, members can elect to continue or terminate the contract. A request to terminate the contract must be received in writing 30 days prior to contract expiry otherwise the contract will auto renew. To end a contract early, an admin fee of 20% of the outstanding balance will apply.
- b. There is a 5-day cooling off period from purchase date for you to cancel your membership. Any cancellation after this date will incur an admin fee of 20% of the outstanding balance.
- c. If you choose this contract you will commit to fortnightly payments over a period of 3 months at the advertised rate, based on a fortnightly Direct Debit against your provided credit card.
- d. Payments will be suspended during DITRA Christmas shut down period or for any other reason that force us to suspend training
- e. A contract may be placed on hold (suspended) for an additional 2 week during the 3-month contract (this may only be taken in full week blocks and do not have to be consecutive). Written request must be received 2 weeks before the period you wish to suspend. In addition, clients will be given a suspension for all DITRA organised trips with a duration of 7 or more days.
- f. For injuries or illnesses supported by a medical certificate, unlimited members may suspend their membership for a minimum of 1 week, when a request is put in writing.

3 SUSPENSION OR CANCELLATION OF YOUR MEMBERSHIP

- a. DITRA reserves the right to suspend or cancel the membership of any member whose conduct is in breach of the Terms and Conditions or the values of the business.

4 DIAMOND TRAINING- VIRTUAL AND FACE TO FACE

- a. DITRA cannot guarantee that places will always be available in your first choice of session.
- b. You must be booked into a session in advance using our online booking system. If the session is full at the time of booking you will be waitlisted. If a spot becomes available, you will be notified.
- c. DITRA reserves the right to make changes to the current timetable.
- d. Training operated regardless of weather conditions unless it is deemed unsafe by the coach.
- e. Cancellations – it is your responsibility to cancel your booking at least 12 hrs before the session if you are no longer able to attend, or penalties may apply. No shows will not be refunded.

5 RISK & INSURANCE

- a. As a DITRA participant in Virtual and face to face sessions you confirm that;
 - i. you have general good health
 - ii. you have an appropriate level of fitness for the activities that you elect to participate in with DITRA
 - iii. you have disclosed to DITRA all current medical information that may affect your ability to undertake activities with DITRA- further allied health professional opinion may be requested
 - iv. you have prepared for and are using the appropriate gear for the activity as outlined by DITRA
 - v. you will adhere to instructions given to you by the activity leader
 - vi. you will advise the leader immediately if you are feeling unwell or have any concerns during an activity
 - vii. in a Virtual Sessions- you take the responsibility to have a safe work out environment, using a nonslip surface, free of obstacles around and above you.
 - viii. you are 18 years or over

DITRA reserves the right to modify or restrict the participation of a client as determined by our Risk Management Policies.

- b. Acceptance of Risk and Personal Responsibility – as a DITRA participant, you agree that you understand that DITRA activities operate in unpredictable and sometimes remote outdoor environments, including in unpredictable weather and you agree to act responsibly and accept the inherent risks and dangers associated with any activity in which you participate with DITRA and the accompanying risk of injury, death or property loss or damage. Access to normal medical services or hospital facilities may be limited. Evacuation, where necessary can be prolonged, difficult and expensive we therefore strongly recommend having Ambulance cover. Medical and evacuation expenses will be your responsibility. You must at all times indemnify DITRA and hold its officers, employees and agents harmless from and against actions, claims, charges, costs, expenses, losses, damages and other liability arising out of or otherwise in connection with any wilful, unlawful or negligent conduct of you in connection with your membership of DITRA.

6 PRIVACY

- a. DITRA will have access to personal information about you by virtue of your membership. DITRA will only use it in accordance with its Privacy Policy.
- b. Your personal information may be used for the purpose for which the information was requested and to promote to you DITRA products and services.
- c. DITRA will take reasonable steps to maintain the security of and to prevent unauthorised access to or disclosure of your personal information.

7 DIAMOND DAYS AND DIAMOND DREAMS

a. WHERE DITRA IS THE OPERATOR

- i. To confirm a place on a DITRA Diamond Day or Diamond Dream you may be required to pay a non-refundable deposit.
- i. If a trip is cancelled by DITRA, a full refund will be given.
- ii. If you cancel a Diamond Day:
 - more than 14+ days prior to the trip, you will receive a DITRA store credit with a 20% admin fee deducted. Store credits must be used within a 12-month period.
 - Between 14 and 7 days prior to the trip, you will receive a DITRA store credit with a 50% admin fee deducted. Store credits must be used within a 12-month period.
 - less than 7 days – 100% of the trip cost will be forfeited.
- iii. For Diamond Dreams adventures, the balance of payments must be received at least 60 days before the departure date unless advised otherwise by DITRA.
- iv. If you cancel a DITRA led Diamond Dream adventure:
 - more than 30 days from departure, we will retain the deposit.
 - Less than 30 days prior to the departure date, we will retain 100% paid by you in connection with your booking.
- v. If you are prevented from attending an adventure as a result of serious illness or injury (medical certificate will be required), the death of an immediate family member, or other reason beyond your control which we consider significant, we will agree to your booking being transferred to another person who satisfies all the conditions applicable to the trip, they accept liability for full payment and you give us sufficient written notice prior to the change.
- vi. DITRA strongly recommends travel insurance is taken out at the time of booking to cover cancellations for unforeseen reasons.

b. WHERE A THIRD PARTY IS THE OPERATOR – the Third Party's Terms and Conditions will prevail.

- c. Each Diamond Adventure has a minimum number of bookings required to proceed. DITRA reserves the right to cancel a trip due to insufficient numbers
- d. Final payment for all trips will be due on a date specified by DITRA or the Third Party operator.
- e. If a trip is over-subscribed, preference will be given to current training members, then existing DITRA members.

8 PHOTOGRAPHY – Right to use photographic material

- a. When you participate in DITRA activities we, or others may take photographs or film material of clients. By becoming a member, you are giving us permission to use this material, without any compensation to you or express written permission from you.

b. If you give us any photographic material, you agree to allow us free and unlimited licence to use this material.