



BRITISH KENDO ASSOCIATION'S **KENDO EXCHANGE PROGRAM**

BKA member visit and training

Terms and Conditions



Terms & Conditions for University Training

The following Terms & Conditions, along with the Code of Conduct and Waiver Form apply to all those travelling through the exchange programme. Please read all documents covered in the Terms & Conditions, along with the Code of Conduct carefully. By agreeing to these Terms & Conditions, you are confirming your agreement to the following Terms & Conditions:

1.0 Definitions

In these Terms & Conditions:

"We", "us", "our" and "BKA" refers to the British Kendo Association.

"You", "your", "attendee", "member", "individual" and "participant" refers to you, the BKA representative, the kendo player/candidate making the application/booking who will be required to acknowledge receipt and acceptance of these Terms & Conditions.

"Placement", "programme", "package", "trip", "place", "booking" refers to the placement arrangements stated in your application submitted.

"Exchange Trip" refers to the trip/travel to Japan.

"Venue" refers to anyone of our partners.

2.0 Exchange Trip Application

The participant is able to register for consideration to be selected to visit at least one of the named BKA venue partners in Japan only using the official Application Form, available on the BKX website at <http://www.bkxprogram.co.uk>

3.0 Applicant Criteria

All applicants must fill in the Application Form, be a full or Student member of the BKA and hold a valid passport with at least 6 months prior to renewal. All applications should have a proposer and seconder – one being a National or Regional Coach and one the applicants dojo leader.

3.1 The minimum age is 18;
the minimum grade is nidan (2nd dan);
the maximum grade is 5th dan;
the maximum age is 30. The physical condition of the applicant will be assessed before being accepted on the exchange.

3.2 It is important for the individual to have a kendo interest in the venue chosen and that kendo research has been done on what to expect in the way of training from the venue (*Links are available on the website*). As an applicant, please state kendo interests and suitability for the exchange program during the application stage.

3.3 It is the individual's sole responsibility to disclose any criminal convictions on the application form, similarly, any medical conditions that could effect the applicant during the program placement must be stated.

3.4 All applicants will be assessed by a minimum of three National Coaches with regards to fitness, kendo skill, ability and manner. Why, because you represent the BKA whilst on the program, so we must consider how you will perform and whether you will be a suitable candidate. You may not be selected to go to your choice of venue, but one that the assessors consider you suitable for.

Therefore, applicants are not guaranteed a place, and in some cases, an alternative venue may be offered.

3.5 Travel insurance must be bought before travel and proof must be given of insurance purchase.

In some cases, a medical exam/Doctors letter may be requested as part of the assessment process.

3.6 It is up to the attending candidate to familiarise themselves with the drills and training regime that will be done and taught during your stay at the venue.

3.7 All information supplied by the candidate will be kept confidential. For future applications, it will be helpful for us to keep successful candidates data on file. Please tick the box on the Application Form to allow us to keep your data for future applications to the BKX Program.

3.8 Those candidates who are not accepted will need to apply again.

3.9 All attendees will be required to organise their accommodation and meals.

3.10 Please be aware that English may not be spoken.

4.0 Travel Insurance

Each participant must have their own travel insurance. For any claims, please contact the insurer directly. You must provide evidence of a suitable Travel Insurance document to the BKA for your application to be processed. No Travel insurance, or inadequate cover will render your application void.

5.0 Up to date travel and health requirements

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice and www.fco.gov.uk/knowbeforeyougo which you are recommended to consult before booking and in good time before departure.

Health requirements: Details of any compulsory health requirements applicable to British citizens for the trips we offer are shown on the relevant trip page on our website. It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth.

Health requirements and recommendations may change and you must check the up to date position in good time before departure.

6.0 Accommodation & Food

The BKA does not provide the accommodation and food for the duration of your trip. The venues are not required to provide you with accommodation or food, so please make your own arrangements before you get to Japan. Should the venues/Institutions decide to provide both accommodation and food, you will be informed at the application stage.

The following rules must be adhered to by all successful applicants whilst in at venue/Institution accommodation. Violating the rules and/or requirements may lead to disciplinary action on the part of the BKA for the member(s) concerned, and may impact any future or potential representative roles:

- Respect the rules in regards to, but not limited to, smoking, alcohol consumption and curfews.
- No alcohol under the age of 20 years old.
- Maintain high levels of respect, hygiene and cleanliness.
- Ensure you stay within your allocated accommodation.
- Be respectful of other people who are staying in the accommodation.
- Japan is a known area of significant seismic and other forms of potentially catastrophic hazards. It is your responsibility to familiarise yourself with the civil emergency planning advice in the local area along with the location of safe havens in the event of a disaster. Please remember that much of this information will be in Japanese outside of the main tourist areas and you should seek advice about the procedures as soon as you arrive in Japan.

7.0 Inclusions

The Activity:

- Intense kendo training
- Kendo instruction

Accommodation and food, only if communicated before departure date.

8.0 Exclusions

Excluded aspects of your trip to Japan:

- International or UK/Japan internal flights including transfers
- Travel to and from airports, train stations, bus terminals and similar
- Accommodation, meals and beverages
(See notes 6.0 and 7.0)

9.0 Refunds

Whilst the BKA has facilitated the exchange agreement with the host venue, it is not responsible for organising the travel, accommodation, subsistence and insurance aspects of the visit. In the event of cancellation, this should be covered by your own insurance and you will be responsible for ensuring that you have sufficient cover to deal with the costs of cancelled flights or health related issues and emergencies.

10.0 Changes and Cancellation

The BKA and the venue you will be travelling to reserve the right to cancel your reservation or change any of the facilities, time schedules or services. We will endeavour to advise you of any changes known at the time of the booking or as soon as possible. A "significant change" refers to a change in more than 24 hours or a major catastrophe either in the UK or Japan – for example a large devastating earthquake or volcanic eruption. If this does occur after booking, the BKA will endeavour to offer either a suitable replacement or similar appropriate time schedule. A "significant change" does not include change in venue, time schedule or training structure.

By signing up to the training programme you are acknowledging that documentation supplied is an overview of the programme. Certain changes including alternative accommodation (if provided) and different time schedules may occur therefore a flexible attitude is paramount.

The BKA and venue you are travelling to reserve the right to cancel your booking for reasons of failure on your part to supply completed documentation or force majeure (please see definition). If cancellation occurs for either of these reasons, the BKA or the venue you are visiting will not be liable for any refunds.

11.0 Force Majeure

Circumstances amounting to “force majeure” include any event which we or the supplier of the activity in question could not even, with all due care, foresee or forestall such as war, threat of war, riot, civil strife, industrial dispute, terrorist activity, pandemic or disease, natural (earthquake or volcano) or nuclear disaster, fire, adverse weather conditions, all similar events.

12.0 Changes and Cancellation by you

Changes or cancellations must be notified to us in writing by email to info@bkxprogram.co.uk. Changes cannot be requested any less than 30 days prior to your departure date. There may be costs due to change in date and/or schedule which by requesting a change you will be liable to absorb these costs. If you notify us less than 30 days prior to the proposed departure date the refund policy applicable to cancellation will apply.

A cancellation will only be effective when we receive written confirmation via email of the cancellation.

If you curtail your programme, we cannot pay any refunds, and you will be responsible for any additional costs involved, including the cost of repatriation. We reserve the right to charge you an administration fee.

13.0 Minimum Group Size

The activity is guaranteed to take place once they reach a minimum group size of five.

14.0 Airfares

Any cancellations, changes or refunds are at the discretion of the airline or airfare supplier. The BKA is not liable for any cancellations or changes made by an airline or participant.

15.0 Passports, Travel Visa's and Vaccinations

Any information or advice provided by the BKA in relation to passports, visa requirements and vaccinations is done so in good faith but the responsibility of checking and compliance with that advice lies with the applicant and not the BKA.

It is your responsibility to ensure you have the correct passport (valid for more than six months from departure date) and visa's to gain access to any Japan/region you will travel to or through. If failure to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your trip.

You should contact your local doctor's/surgery to arrange an appointment regarding vaccinations.

You should book your appointment at least three months prior to your departure as some immunisations take a few weeks to become effective.

It is important to note, that certain prescribed and over the counter medications which are legal in the UK are banned in Japan. Certain readily available cold remedies in the UK are considered as narcotics under Japanese law. It is, therefore, your responsibility to ensure that you comply with Japanese requirements on these issues. Certain medications may require a formal import license into Japan.

16.0 Limitation of Liability

The BKA's obligations, and the venue you will visit, are to take reasonable skill and care to arrange for the training and services accordingly. Please note, it is your responsibility to arrive and attend all training and services provided for you. You are expected **NOT** to miss any training sessions.

We will not be responsible for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever if the failure to carry out the training is;

- Attributable to you or any member(s) of your party
- Attributable to a third party unconnected with the provision of the training for and the event is unforeseeable or unavoidable.

- Due to unforeseen and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had to be exercised.
- Force majeure. *Defined in section 11.0.*

17.0 Acceptance of Risk

The BKA carefully assess all candidates who wish to visit a venue. We take our utmost care in placing the best candidates in an appropriate venue for training. We accept your application on the understanding that you appreciate the potential risks involved in participating in kendo training, including loss/damage to personal property, inconvenience and discomfort, injury or illness.

18.0 Code of Conduct

You must comply with the authority of the BKA and their partners. If you commit an illegal act or, if in the reasonable opinion of the BKA/venue, your behaviour is causing or likely to cause danger, distress or annoyance to others, the BKA/venue may terminate your involvement in the training with immediate effect without any liability on our part and without any recourse.

Please refer to the Code of Conduct as set out by the BKA and part of your Application Form.

19.0 Dress Code

It is expected that all visiting BKA members will respect the following dress code:

When not training:

Males and Females – wear clean and comfortable clothing around the venue’s premises; have with you at all times *zori*, flip-flops, sandals or similar footwear. You must not walk around in bare feet outside of the *dojo*/training venue.

When training:

Dark blue *kendo-gi* and *hakama*. DO NOT wear white or black, faded or heavily worn or stained training clothes. *Chakuso* is paramount when representing the BKA overseas.

When in tourist areas, it is permissible to wear beach attire i.e. weather suitable clothes etc. However, in public places i.e. shops, public transport, markets etc, more modest clothing is advisable.

20.0 Child and Vulnerable Adult Protection Policy

The BKA is fully committed to safeguarding and promoting the wellbeing of children and vulnerable adults both in the UK and Japan. The BKA carries out screening of all attendees and has a Code of Conduct in place to ensure that everybody feels safe and protected while participating.

All participants must adhere to the Child Protection Policy. It is an offence to do or act in a manner which directly or indirectly harms children, or damages the prospects of safety and the health of children, abuse or maltreat children physically, emotionally, sexually or exploit commercially, resulting in actual or potential harm to the child’s health, survival, development or dignity.

21.0 Equal Opportunities Policy

The BKA is committed to creating an inclusive environment to maximise the potential of all attendees, providing equal opportunities in all aspects of training and avoiding unlawful discrimination. The BKA will not tolerate discrimination, harassment, bullying or victimisation of attendees or venue attendees and employees.

22.0 Complaints Procedure

If you have any complaints during your visit, you must inform the BKA or the venue immediately. If you are not happy with the actions taken and are not satisfied, please write a formal letter to the BKA within 30 days of return from your trip. We will not receive any liability for claims received after this period.

Anonymous complaints will be disregarded.

23.0 Personal Data & Image Rights

The BKA will need to collect certain data such as your name and address, medical details, passport number, etc in order to provide your placement at one of our Partners. For the purposes of the Data Protection Act 1998, we are a data controller. We may pass this data to the venue regarding your travel arrangements.

We may also pass this information to security or public authorities such as customs and immigration. By making an application you acknowledge that we have the right to use images of you, including but not limited to photographs, film, or other similar creative materials, taken of you during your trip, for use in our marketing, or advertising material. If you do not wish for us to use any such images you should inform the BKA by letter no later than one week after you return to the UK.

24.0 Applicable Law

These Terms & Conditions are governed by the Law of Great Britain.

25.0 Errors & Omissions

Although we have made a concerted attempt to verify the accuracy of all information, we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur.

26.0 Extended stays

Should you wish to extend your stay either before or after the trip, this may possibly be arranged by the BKA, but not guaranteed. Any additional cost resulting from extending your stay will be payable by you on request.

27.0 COVID 19

We understand that, during the COVID-19 global pandemic, many people were feeling cautious about making travel plans.

It is therefore recommended that you take all due diligence and check before you travel.

It is highly recommended that you take face masks in case they are needed or required.

This includes a suitable face mask to use when wearing your men, and also, as standard, have a half men shield fitted to the inside of your men.

Follow guidelines for the country and whilst at the venue.

28.0 Miscellaneous

Waiver

Any waiver or modification of any of the Terms & Conditions must be in writing from the BKA. The BKA may amend or modify its policies and instructions at any time.

Breaches

It is acknowledged and agreed that any breach of the obligations set out in these Terms & Conditions could cause consequences or injury and monetary damages that would not be an adequate remedy for such breach. In the event of a breach or threatened breach of any of the provisions of these Terms & Conditions, the BKA/Japanese venue will, to the extent permitted under applicable law, be entitled to seek injunctive relief in any court of competent jurisdiction restraining the participant from breaching the terms hereof.

Third Parties

No person who is not a party to the Terms & Conditions shall have the right to enforce any terms or conditions of the Terms & Conditions (i.e., there are no intended third party beneficiaries).

29.0 Social Media Policy

Social media and online activity is the most common way to maintain contact with friends, family and social groups. But there are rules. Therefore, as part of these Terms & Conditions, a Social Media Policy has been included along with principles and rules for safe social media useage. It is imperative that you agree to these as part of the inclusions in the BKA Program:

Purpose and Scope

The online landscape continues to evolve, so the opportunities for British Kendo Association's (BKA) members and officers to communicate with each other and the world is constantly evolving. Social media creates opportunities to champion personal expression, but inevitably, it also creates risks and therefore responsibilities. You should assume that anything you do, or say on social media – whether on the BKA or personal account – could be viewed by another colleague, association officer, partner, sponsor, competitor, investor, member or potential member. As such, any social media activity, even from your personal account, reflects on the BKA and

could have a national or global impact (positive or negative) on the BKA brand. The best thing to do is double check all content for accuracy and evaluate its potential impact before you post, share, comment or like. Your activity on social media reflects on the BKA and can impact hard work done, the environment, image, and, subject to applicable law, will not be exempt from this policy just because it occurred on a personal account or as a BKA member.

Related Policies and Consequence of Violations

As a BKA member or officer, you are expected to adhere to this policy on social media, including but not limited to X, LinkedIn, Instagram, Facebook, WeChat, YouTube, Flickr, Tik-Tok, Twitch, blogs, wikis or any other tool or service that facilitates interactions over the internet.

This policy supplements other BKA policies and standards, including the BKA's Code of Conduct and other such policies. If your post would violate a BKA policy in another forum, it will also violate it on social media. BKA members and officers who violate this or other BKA policies may be subject to disciplinary action up to and including termination of membership in accordance with the current laws.

The BKA's Five Social Media Principles

As a BKA member or officer, you are required to follow these five principles in all social media activity. If you have any questions about these principles or this policy, please email info@bkxprogram.co.uk

1. Be Nice, Have Fun and Connect!

As with our Code of Conduct, every BKA member and officer must be respectful to others when conducting themselves on behalf of the BKA or when they identify or could be identified as a BKA member or officer. Even when you are on a personal account, your social media activity could be seen by members or potential members or associates, so you should treat every interaction on social media as if you are dealing with a family member. While we value member privacy and a diversity of perspectives across our association, be careful with posting, sharing, commenting, liking or otherwise indicating support for, or agreement with, discussions on social media. The BKA has zero tolerance for racism, bigotry, misogyny, express or implied threats of harassment or physical harm, or

hate speech. "Hate speech" includes any speech – or endorsement or promotion of such speech – that is derogatory toward a group of people based on a protected classification. This can include race, ethnicity, nationality, religion, sexuality, caste, gender or disability. Hateful, violent, racist or bigoted concepts may be hidden in messaging. The fact that something is trending, popular or widespread does not make it acceptable under BKA policy. You are expected to know the meaning and importance of what you engage with on social media and how it could be received by others. For example, speech that dehumanises, ridicules, or condones or promotes violence against a protected class of people is a hate speech.

How you say something can matter as much as what you say. You should not bully, harass or threaten violence against anyone on or outside of social media. If you find yourself in a disagreement on social media, use a respectful tone or disengage.

2. Protect Information

You are strictly prohibited from sharing member or officer personally identifiable information on social media sites. For example, if you engage with a member about a complaint on social media, you should not include any identifying information about that person or their complaint in your posts. As a rule, you should never post personal information about someone else on social media without their permission. This could cause damage to that person, to your reputation and relationships, and to the BKA – it could even result in lawsuits.

3. Be Transparent and Disclose

When you talk about the BKA on social media, you should disclose that you are a BKA member. Your friends may know you are already, but their network of friends and colleagues may not, and you don't want to accidentally mislead someone. The disclosure needs to be in a place that is hard to miss, so simply having it in your bio, buried in other information, or in a place that requires the viewer to click or go somewhere else to see the disclosure is not enough. You should make the disclosure regardless of your privacy settings and adhere to any additional disclosure requirements under local law in your country.

4. Follow the Law, Follow the Code of Conduct

To avoid violating trademarks, copyright or publicity rights, do not post images or other content without the consent of those who own or appear in the media.

When you quote others, be sure to credit them and, if appropriate, add a link. You are also personally responsible for complying with any terms of the social media platform you are using. These terms differ across platforms, and can include detailed community standards. You should familiarise yourself with the terms and standards for each platform you use.

5. Be Responsible

Make sure you're engaging in social media conversations the right way. Your communications should typically reflect your area of expertise, particularly if you are communicating with a member or otherwise about or on behalf of the BKA. If you encounter questions or issues on social media, contact info@bkxprogram.co.uk for review and support.

All members are encouraged to speak about the BKA and share news and information, but only authorised officers may speak on behalf of the BKA and issue official association responses. If you see something being shared related to the BKA on a social media platform that shouldn't be happening, immediately inform the BKA admin, association officer or some other appropriate contact. Always remember that anything posted in social media can go viral or be screenshot, reshared or reposted as there is very little privacy protection for anything shared on social media, no matter what your privacy settings may be. If you mistakenly post something on a social media platform, it will be hard to delete completely. So be sure you're only posting content you would feel comfortable showing up in a BKA officers inbox, your fellow member's X or Instagram feed, or the front page of a major news site. You should avoid posting content that might contain legal conclusions, intellectual property that belongs to other members, associations, or companies, or defamatory or inflammatory language. Everything you post online can be traced back to you, so be sure what you post is appropriate before you post it. Your post might be shared with others and archived even if you delete it later. Even if you put something in your bio about

your content being just your own, that might not stop someone else online from complaining about your activity and noting that you are a member or officer of the BKA.

30.0 Ten Social Media rules of online etiquette

The golden rule is:

Do not do, or say online, what you would not do or say offline.

Before posting a comment, status update, or image, ask yourself if you would feel comfortable sharing the same thing face-to-face.

If not, don't post it.

1. Make Real People a Priority

If someone is trying to talk to you when on your cell phone, tablet, or computer, stop what you are doing and look at them. Whatever is happening in the online world can generally wait.

2. Use Respectful Language

Name-calling, cursing, expressing deliberately offensive opinions – if you wouldn't do this to the face, don't write it. This also includes social media sites, forums, chat rooms, and email messages. Think it can't be traced back to you? It can.

3. Share With Discretion

The internet is a vast and interconnected space, and your online activities contribute to forming your digital identity and reputation as well as the association's reputation. What you share and do online can have an ever lasting effect on how you or the association is perceived.

Even if you try to remove these posts later, it will be too late. Some activity may even trigger legal actions, or BKA disciplinary consequences.

4. Don't Exclude Others

When it feels like you're being left out, it can lead to both negative emotions and a sense of lost control.

If you have an in-joke to share, send it in a private message. Additionally, don't post an obscure comment to your social media, as this can leave others feeling as if they are excluded from whatever it is you are talking about.

The same goes for laughing at a text, social media, or email when you are in the presence of others. If you don't want to share what you are laughing about, save it for later so it doesn't feel like you're excluding the person you're with.

It is equally important to be mindful of who you decide to include, as some people prefer to not be added to large group texts or social media groups. Good online etiquette involves getting their permission first.

5. Choose Friends Wisely

It can be insulting to be dropped from someone's social media friend list. So, think before sending a friend request or accepting an invitation. If you don't want to stay in touch with someone, good etiquette is to not add them in the first place.

6. Respect People's Privacy

Don't forward information sent to you without checking with the original sender first; doing this behind their back can create mistrust if they find out. This includes copying and pasting texts or sending screenshots.

If you are forwarding an email message, use BCC (blind carbon copy) rather than CC (carbon copy) when sending it to more than one person. This helps protect the privacy of all the other email recipients. Some people don't want their names or email addresses publicised to those they don't know.

7. Fact Check Before Reposting

Misinformation adds to the noise of the internet and waste people's time.

If you aren't sure of the facts behind an online story or social media post, check with someone who does know or can find out.

8. Don't Spam

The term "spam" applies to the receipt of any unwanted email, text, or social media messages. Avoid doing this to your contacts and it can help keep your relationships intact. If you want to share information with your contacts, ask before sending it. Many of the worst computer viruses have been circulated via mass emails. So don't open an email or social media message from someone you don't know. If the message contains a download, double-check with the sender before opening it to make sure it wasn't sent by someone pretending to be them.

9. Respond to Emails and Texts Promptly

Ignore and delete spam, unsolicited messages and odd stuff. You don't owe anyone a response if they are sending you something you didn't ask for.

Otherwise, have the courtesy to reply to a message within a few days. If it is going to take longer, that's okay. Just tell them that so they know and aren't waiting for your reply.

If the message is something you don't want to deal with, know that avoiding it won't cause it to go away and may even create more stress.

Don't allow this to happen to you by responding as soon as you can.

10. Update Online Information

Don't leave inaccurate information online just because you can't be bothered to update it.

Online etiquette is important for a number of reasons. Following the etiquette helps enhance relationships with people while protecting yours and the association's reputation. Practicing online etiquette can even reduce cyberbullying. Proper online information-sharing strategies are essential to protecting other people's privacy and safeguarding your sensitive information.

Social Media Account Ownership

If you participate in social media activities as a member or officer of on an account created for that purpose, that account is considered the BKA's property and remains so if you leave the association – meaning you will not try to change the password or the account name or create a similar sounding account or assert any ownership of the account or the contacts and connections you have gained through the account. Any materials created for or posted on the account will remain the BKA's property. This doesn't apply to personal accounts that you may access, but does apply to all BKA branded accounts.

For any additional questions or support, reach out to info@bkxprogram.co.uk

...and finally

Information contained on these Terms & Conditions is subject to change at any time without notice. The BKA shall not be liable for any consequences resulting from your reliance on the information.

Agreement

I agree to follow these Terms & Conditions, uphold the Code of Conduct and the implied requirements, and will do all I can to uphold the good standing of the British Kendo Association (BKA) and the Japanese venue.

Print name

Date

Signature