

BOOKING CONDITIONS

Once you have decided on the holiday/tour you require, please carefully read the following conditions. They will form part of your agreement with Japan Journeys Limited ('Japan Journeys' or 'us').

1) Your Contract with Japan Journeys

a) If you book only one component of a holiday with Japan Journeys (e.g. a hotel, without a flight), Japan Journeys acts only as a booking agent for the supplier concerned and accepts no liability for the provision of the service involved.

(b) If you book with a travel agent and your booking with that agent includes, but is not limited to, Japan Journeys arrangements, your contract is with your travel agent and not with Japan Journeys. Japan Journeys is simply a supplier to your travel agent.

(c) In all other cases your contract will be with Japan Journeys.

2) Payment and Confirmation

(a) A deposit equivalent to 10% of the total cost of your trip per person must be enclosed with your booking form, together with details of your insurance policy purchased from the Travel Trust Association (TTA) link on the Japan Journeys website (or evidence of alternative cover) and/or visa fees. If, though, you book less than 12 weeks before departure, full payment should be sent with your booking form.

(b) On our receipt of your completed booking form and the applicable payment, Japan Journeys will issue a confirmation letter, and it is at this stage that a binding contract comes into existence between you and Japan Journeys. Please note, though, that if you book a tailor-made itinerary or an extension to a brochure tour your accommodation, flights etc. will only be requested by Japan Journeys once your booking form together with a deposit has been received. Your confirmation letter, in this instance, will indicate your requested package cost and you will be advised of any accommodation, flights etc. which are still on request and not confirmed at the time the confirmation invoice is issued.

(c) Japan Journeys will try to obtain final confirmation of all your holiday components as soon as possible. In some cases, though, you may need to be patient. If a particular flight, hotel or similar cannot be confirmed you will be offered an alternative or, failing that, a refund.

(d) It is your responsibility to check the confirmation letter carefully and to let Japan Journeys or your travel agent know immediately in the event of any error.

(e) Your Financial Protection:

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

(f) The balance of your tour cost is payable not less than 12 weeks prior to departure. If the final payment is not received on time, Japan Journeys will treat the booking as cancelled by you and will levy the cancellation charges set out in clause 8 below.

(g) i) Travel documents will be sent in good time before the departure of your holiday (approximately 2 weeks before departure), unless your booking is made within 6 weeks of departure, in which case final documents will be sent as soon as possible, made available for collection, or sent by courier upon the payment of a fee.

ii) For some countries you will be handed your internal flight/train/hotel vouchers by your tour manager/Japan Journeys representative on arrival at your holiday destination or at your UK departure point.

(h) Japan Journeys has included in the relevant prices all government taxes which do not have to be paid locally.

3) Special Requests

Where special requests for flight seats, room allocation diet considerations etc. are required Japan Journeys must be made aware of them in writing at the time of booking. Whilst every effort will be made to ensure that these requests are fulfilled, they cannot be guaranteed. Furthermore, Japan Journeys will not be liable for claims for consequential loss where written advice of special needs and requirements has not been received in writing at the time of booking. Where special requests for flight seats are passed on by Japan Journeys to an airline, the confirmation of seat numbers is at the discretion of the airline.

4) Your Travel Agent

(a) Any travel agent through which you make a booking will act to relay information from you to us and vice versa. Japan Journeys is not responsible for any failure by your travel agent to do this properly, or in good time, nor for any advice given to you by your travel agent which did not originate from Japan Journeys.

(b) Any money you pay to your travel agent for your Japan Journeys booking will be held by the agent on our behalf until it is paid to us.

5) Insurance

It is a condition of your contract with us that you take out insurance at the time of, or prior to, making your booking, and if you do not purchase the policy we offer via the Travel Trust Association (TTA) link on the Japan Journeys website, you must purchase an appropriate alternative, and let us have the details of this. If you purchase insurance via the Travel Trust Association (TTA) link on the Japan Journeys website, you must notify us of relevant factors which may affect your particular requirements for cover, for example if you or one of the members of your group is under a disability or if you or any member of your group is to undertake any hazardous activities during your holiday. If you do not purchase insurance through us it is your responsibility to ensure that you purchase a policy which provides cover equivalent to that which we can arrange.

Japan Journeys cannot be held responsible if you purchase an inadequate insurance policy or if you fail to notify Japan Journeys of factors affecting your particular requirements for cover. Insurance premiums paid for via the Travel Trust Association (TTA) link on the Japan Journeys website are non-refundable. Non-UK residents should obtain equivalent insurance cover in their country of residence.

6) Alteration By You

(a) If you wish to make any amendments to your holiday after the confirmation letter has been issued, you must inform us in writing and we will do our best to implement your request. In the event that we are able to do so, communication charges and other expenses will be payable by you together with an amendment fee of £35 per alteration per booking. However, if you (i) change to a different departure date, tour or destination or (ii) change your booking less than 12 weeks before departure, this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in clause 8.

(b) If you wish to change any aspect of your tour after it has commenced, Japan Journeys and/or their agents will do their best to make the changes you have asked for, subject to you being responsible for any cancellation/retention charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by Japan Journeys and/or their agents in attempting to secure or securing any revised arrangements. All such charges and costs are payable locally.

(c) If you wish to transfer your booking to another person, you may do so provided the reason for the transfer is personal illness, the death or serious illness of a close family member, jury service, redundancy or unavoidable work commitments. Requests for a transfer must be made in writing at least 30 days prior to departure and must be accompanied by documentary proof of the reason for the transfer (e.g. a doctor's certificate), full details of the person who will replace you, any outstanding balance due for the tour, a payment of £35 to cover our administration costs plus such amount as our suppliers will require to effect the change. Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring payment for a new ticket. These charges will be payable by you.

7) Alterations Made To The Scheduled Programme

(a) The holiday arrangements featured in our brochure are booked and planned many months in advance and changes may be necessary. Japan Journeys reserves the right to alter any of the prices, facilities or services described in its brochure at any time before making a contract with you.

Any such changes will be notified to you at the time you make your booking.

(b) Japan Journeys also reserves the right to make changes to any of your holiday arrangements after a confirmation letter has been issued. Such changes will normally be minor, but may be material - i.e. a change of scheduled departure time by more than 12 hours, a change of airport except between airports serving the same city/resort, a change to a lower standard of accommodation, a change of resort or a radical change of itinerary.

(c) If there is a material change Japan Journeys will try to inform you or your travel agent as soon as practicable and will offer you the choice of alternative arrangements or a refund of all monies paid. In addition, unless the material change is caused by 'force majeure' or 'low bookings' (defined below), you will be entitled to receive compensation on the following scale:-

Period before departure when you are notified of a material change	Compensation per person
More than 56 days	£10.00
43-56 days	£15.00
42-29 days	£20.00
28-15 days	£30.00
14-0 days	£40.00

Force majeure includes war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, acts of God, natural or nuclear disaster, fire, adverse weather conditions, level of water, technical or maintenance problems with transport and changes of schedules or operational decisions of transport providers, closure of airports or any unforeseeable or unavoidable event beyond the control of Japan Journeys or its suppliers. Low bookings is where an insufficient number of people book a tour for its operation to be financially viable. All group holidays in the Japan Journeys brochure require a

minimum number of bookings before they will operate.

(d) A minor change is any change which does not come within the definition of a material change set out in paragraph 7(b) above. Although Japan Journeys will try to notify you of minor changes, it is not obliged to do so, nor is it obliged to offer you the opportunity to change your booking, receive a refund or receive compensation. Minor changes include (but are not limited to) the following - and Japan Journeys is permitted where necessary to arrange the same: (1) Changes to the scheduled destinations but not all of them; (2) Changes in the scheduled date and hour of arrival or departure provided that, where necessary, hotel accommodation and reasonable sustenance during any delay is provided to you at no additional charge; (3) Substitution of a named Lecturer and or Leader for another knowledgeable expert in the same field.

(e) If, after you depart, it becomes apparent that a significant proportion of the arrangements you have booked cannot be provided, Japan Journeys will make suitable alternative arrangements at no extra cost to you and will, where appropriate and provided the change in your arrangements has not been caused by force majeure (see 7(c)), compensate you for the difference in value between the arrangements you should have received and the alternative arrangements made. In particular, because Japan Journeys neither owns, manages nor controls the accommodation / transportation that it uses, it is possible that Japan Journeys may be advised that your reserved accommodation is not available when you arrive at your destination. In this event Japan Journeys will endeavour to secure accommodation of at least the same standard in that destination. If only accommodation of a lower standard is available Japan Journeys will refund the difference between the prices of the accommodation booked and that received, and will pay £30 per person for any inconvenience caused. The amount will be paid on your return from holiday.

8) Cancellation By You

Should you wish to cancel your tour you must notify Japan Journeys in writing. Such notification will only be deemed to have been given on receipt of your letter, since we can only act on receipt. Please state the reason for your cancellation as you may be covered by your insurance policy. The following cancellation charges will apply:

Days before departure notification received.	Amount of cancellation charges as a % of total tour cost
Greater than 56 days	Deposit
56 to 29	40%
28 to 15	60%
14 to 08	75%
07 to 04	90%
03 to day of departure or later	100%

No allowance or refund can be made for meals, rooms, excursions etc., included in the price of your tour but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers.

9) Cancellation By Us

Japan Journeys tries never to cancel a client's holiday, but must reserve the right to do so. In particular, Japan Journeys will cancel your holiday if you fail to make any payment by the due date. If Japan Journeys cancels your holiday for any other reason it will inform you or your travel agent as soon as practicable and you will have the option of choosing an alternative holiday of a comparable standard, if available, or receiving a prompt refund of all monies paid to Japan Journeys for your holiday (excluding any insurance premium or visa charges). In addition, unless the cancellation has been caused by force majeure or low bookings (defined in clause 7 above), Japan Journeys will pay you the compensation amounts set out in the table in clause 7(c). If cancellation is because of low bookings you will be notified at least 42 days before departure. The only circumstance in which a holiday will be cancelled less than 30 days before departure is where it is cancelled by reason of force majeure.

10) Prices

Prices are based upon the rates of Japanese Yen 135 = £ 1. Prices are subject to variation due to changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports or airports, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and Japan Journeys, government action such as increases in VAT and any other government imposed increases, or the exchange rate supplied to the particular package. In the case of any small variation, an amount equivalent to 2% of the price of the travel

arrangements, which excludes insurance premiums and any amendment charges, will be absorbed or retained. For larger variations than this, 2% will still be absorbed for increases, but not retained from refunds. In either case there will be an administration charge of £1 per person together with an amount to cover agent's commission. If this means that you have to pay an increase of more than 10% for the price of your travel arrangements, you may cancel your travel arrangements and receive a full refund of all monies paid except for any amendment charges. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or re-use your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Whether you cancel or not you will also be entitled, in the terms set out in respect of major changes in paragraph 7, to accept an offer of alternative travel arrangements from us if we are able to do so, and compensation as also set out in clause 7. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place. Occasionally our holiday prices are discounted for a limited period for promotional purposes. Discounts cannot be applied

retrospectively to reduce the price of a confirmed booking.

11) Your Responsibilities

You have certain responsibilities with regard to your holiday booking, and these responsibilities are set out below. Japan Journeys will not be liable for any loss, damage, illness, discomfort or costs of whatever kind which you may sustain as a result of failing to discharge the responsibilities described in this clause:

(a) **Visas:** General information concerning visa requirements is set out in our About Japan section on the Japan Journeys website. We will notify you of any changes to visa requirements, which occur before your confirmation invoice is issued, but please note that further changes could take place before you travel. We will be happy to obtain visas for British citizens only, provided applications are lodged at our offices at least 6 weeks prior to your departure. We cannot guarantee the granting of any visa. Non-British citizens should check with their nearest consulate or embassy for visa requirements. All clients must obtain all necessary visas and relevant documentation prior to departure.

(b) **Passports:** A full British passport (valid for at least 6 months beyond the end of your holiday) is required for travel.

(c) **Health:** Recommended inoculations for travel are set out in our About Japan section on the Japan Journeys website. We will notify you of my changes in these recommendations, which occur before your confirmation letter is issued. However, further changes may occur at my time and you should consult your doctor on current recommendations before you depart. Health requirements for your holiday destination are outlined in DSS leaflet T1 and the Department of Health leaflet entitled 'The Travellers Guide to Health' (T4), both of which are available from ABTA travel agents and from the DSS. If you have any medical condition that may affect your ability to enjoy and pursue fully the arrangements you book with us, you must notify us immediately. Japan Journeys reserves the right, where appropriate, to ask you to provide written certification of your medical fitness prior to departure. It is your responsibility to ensure that you obtain all recommended inoculations, take all recommended medication and follow all medical advice in relation to your holiday.

(d) **Documents:** It is your responsibility to ensure that passports, visas, vaccination certificates and all other necessary documents are in order and, where appropriate, in your possession. It is also your responsibility to arrange adequate insurance cover for your tour (see clause 5 above) and to take relevant details of the policy with you.

(e) **Transportation:** It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, we will notify you of the times by which you should arrive at all points of departure. If you miss a flight or other transportation we will try to arrange alternative transportation, but reserve the right to recover from you any costs we incur in making such arrangements.

(f) **Behaviour:** You must not behave in a way which may cause distress or annoyance to others or which may create the risk of danger or damage to property. If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, Japan Journeys will not refund any portion of the cost of your holiday and, if Japan Journeys incurs any expense as a result of your behaviour, you will be obliged to compensate Japan Journeys for that expense.

12) Our Responsibilities

(i) Our obligations, and those of our suppliers providing any service or facility involved in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements (such as, for example, those of the Civil Aviation Authority) will be proper performance of our, and our suppliers', obligations.

(ii) For claims which do not involve death or personal injury, we accept liability, subject to paragraphs (i) above and (iv) below, should any part of your holiday not be as described in the brochure. If we accept liability, we will, subject to paragraphs (v) and (vi) below, pay you compensation. The maximum amount of compensation which we will pay you in any circumstance will be a refund of your holiday cost (excluding any amendment charges or insurance premiums), a refund of any directly attributable expenses, and a daily sum of £72 per person. We will use the maximum sum to assess the appropriate sum due to you in the circumstances of your particular complaint taking into account all the relevant circumstances we will have regard, for example, to factors such as the price paid for the holiday and the extent to which the enjoyment of your holiday can be said to have been affected. Any sums received by you from suppliers such as from airlines due to the Denied Boarding Regulations 1992 (in this case sums paid by the airline constitute the full amount of your entitlement to compensation for all matters flowing from the airline's actions) will be deducted from any sum paid to you as compensation by us.

(iii) For claims which involve death or personal injury as a result of an activity forming part of your holiday, we accept liability subject to paragraphs (i) above and (iv) below. If we accept liability, we will, subject to paragraphs (v), (vi) and (vii) below, pay you reasonable compensation.

(iv) We accept liability in accordance with paragraphs (i), (ii) and (iii) above and subject to paragraphs (v) and (vi) below except where the cause of the failure in your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our servants, agents or suppliers, and is either attributable to you, or attributable to someone unconnected with the trip and is unforeseeable or unavoidable, or due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our servants, agents or suppliers could have foreseen or forestalled.

(v) Where a claim (whether for personal injury or non personal injury) arises out of loss or damage suffered during the course of air travel, rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with and/or in an identical manner to the provisions of any relevant International Conventions, which include the Warsaw Convention 1929 (including as amended by the Hague Protocol) the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your trip.

(vi) It should be noted that our acceptance of liability in paragraphs (ii), (iii) and (iv) above is conditional upon you assigning any rights that you may have against any of our servants, agents or suppliers which is in any way responsible for the failure of your holiday or any death or personal injury you may suffer. Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in the clause below relating to complaints.

(vii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

13) Transportation

Air, rail, road and other departure times are supplied by the carriers. They are subject to, *inter alia*, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown either in this brochure or on your tickets. The timings are estimates only. Japan Journeys does not have any liability to you for any delays which may arise. Further, your dealings with all carriers are subject to the conditions of carriage of the carrier, some of which may limit or exclude liability. Where we are in a position to do so, we will give you information before you book concerning the airline on which you will fly, your airport of destination and the type of aircraft on which you will travel. However, if any of these details change subsequently, and you choose to cancel as a result, our normal cancellation charges will apply. Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

14) Complaints and Problems

If you have a complaint about any of the services or facilities provided in connection with your holiday arrangements booked with Japan Journeys, you must tell the relevant supplier and also tell Japan Journeys immediately. Alternatively, you should call the Japan Journeys main contact telephone number. That number will put you in contact with one of our employees who will take all reasonable steps to help you. It is only if you do this that Japan Journeys have the opportunity to put matters right on the spot. If you fail to do this, any right to compensation, which you may have, will be extinguished or reduced. Baggage is deemed to have been delivered undamaged to you unless Japan Journeys receives written notice in the case of apparent damage, immediately upon arrival or re-delivery.

15) Arbitration

We realise that sometimes problems do arise. If you have a complaint please write to us within 28 days of your return to the United Kingdom. Your complaint will be investigated and a full reply sent to you as soon as possible. As our investigations often involve obtaining information from overseas, it may take a few weeks. In the unlikely event that we do not reach an amicable settlement, the dispute, if you so wish, may be referred to arbitration under a special scheme devised by the Association of British Travel Agents but administered quite independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on the basis of documents alone, with restricted liabilities on the customer in respect of costs. Alternatively, AITO's Independent Dispute Settlement Service may be called upon by either side to bring the matter to a speedy and amicable solution. Whichever option you choose, neither scheme applies to claims for an amount greater than £1500 per person or £7500 per booking form, or to claims which are solely or mainly in respect of physical injury or illness, or the consequence, of such injury or illness.

16) Tour Inclusions and Exclusions

(a) **What Your Price Includes From London:**

1. Economy class (in international/domestic flights) where

Shown unless an upgrade has been paid for.

2. Standard class on rail, road and other transportation m described in our brochure,

3. In flight meals and/or refreshments according to flight timings.

4. 23kg luggage allowance or any lower or higher amount specified on your air tickets.

5. Transfers between the appropriate overseas airports/stations/ports and your accommodation as specified in your itinerary and unless otherwise stated.

6. Twin sharing accommodation with private bath or shower and toilet in each room, where available.

7. Meals as described in the itinerary or price grid, as applicable.

8. Services of our local representatives/tour managers as applicable.

9. Excursions and tours where specifically detailed.

(b) **What Your Price Excludes:**

1. Travel insurance.

2. The cost of personal items such as laundry, drinks with meals or otherwise, incidentals etc.

3. Airport security charges if levied by my airport to cover the cost of security arrangements.

4. Airport departure taxes payable locally.

5. Optional excursions.

6. Cost of visas, passports.

7. Transport between your home and airport / port / station.

8. Gratuities for service provided on a personal basis.

9. Meals other than those specified.

10. The single or sole supplement payable on bookings where only one person is travelling and/or where a single room is required.

11. Flight supplements.

12. Optional extras.

17) Excursions/Representatives, and Agents

(a) Excursions only form part of your holiday arrangements if they are described in this brochure or purchased before departure.

(b) Our acceptance of liability for the acts of our representatives or agents in clause 12 above is only binding if our representatives or agents are acting with our authority and/or performing their duties as described in this brochure. This excludes for example any social contact that you may have with them.

19) Law

Your contract with Japan Journeys and any matters arising from it shall be governed by and construed in accordance with English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

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